

general administration, contract negotiation, personnel control, field coordination, inspection and safety evaluations.

11/82 - 3/84 - DalMac Development Company, Dallas, Texas; Vice President and CEO of DalMac Residential Development Corporation in charge of acquiring developable land for apartment and condominium projects in the Dallas area. Responsibilities included general administration, contract negotiation, civil engineering analysis of proposed land acquisitions, and structural engineering evaluation of existing apartments and condominiums proposed for acquisition.

9/75 - 9/84 - President; T. J. Melton, III & Associates, Inc., Midland, Texas, a civil/structural build/design firm. Structural engineering projects included Westgate Business Park (offices and warehouses), medical facilities, oilfield structures, insurance offices, retail centers, hotels, schools, churches and large residences. Civil engineering projects included Westgate Acres roads, utilities and drainage, and a large water-recreation park. Company closed in 1984 due to overall decline in oil-related Texas economy. Worked full time from 9/75 to 11/82; part-time from 11/82 to 3/84, and full time from 3/84 to 9/84.

9/73 - 9/75 - Project engineer; Bryant-Curlington, Consulting Engineers; Austin, TX; Project design engineer for expansion to Davis Water Treatment Plant; preliminary studies of Onion Creek Sewage Treatment Plant; and various subdivision road, bridge and drainage projects. Responsibilities included structural design of clarifiers, filtration, chemical buildings and laboratories, and associated civil design of road access, parking and drainage facilities.

5/70 - 9/73 - Greeven & Stoeltje, Consulting Engineers; Austin, TX; Project structural design engineer for various projects including elementary schools at Braker Lane, Rundburg Lane and Austin High School; Water Resources State Office Building, Travis County Courthouse Annex and Parking Garage, University of Texas Regents Building, various University of Texas buildings, smaller office and retail buildings, and University of Texas of the Permian Basin. Responsibilities included full charge design, coordination of drafting and some project inspection. Developed computer software for building analysis. Buildings varied in size from single story to twelve-story structures.

9/68 - 5/70 - Structural Engineer; Eugene Wukasz & Associates; Austin, TX; Design engineer in charge of working drawing preparation, coordination between various design professionals, field inspection and client negotiation for various buildings, including retail facilities, apartments, churches, mobile homes, mobile schools and various projects for the Corps of Engineers. Military projects included aircraft hangars and offices, commissary expansion and WAC barracks at Ft. Sam Houston and Brooks AFB.

10/67 - 9/68 - Associate Engineer; Fluor Corporation, Houston, TX; Project engineer in charge of structural design of petrochemical facilities, including buildings, pipe support structures and foundations, and civil design of drainage, pavement and wastewater collection and disposal. Responsibilities included directing a team of engineers involved in specialized design of steel and concrete tower structures for wind and earthquake loadings. Clients included Texaco and Petrotex Petroleum Company. Most projects exceeded \$5 million in construction value.

8/66 - 10/67 - Structural Designer; Brown & Root, Inc., Houston, TX. Design engineer of domestic, foreign and offshore facilities including docks, warehouses, petroleum facilities, drilling platforms, and government buildings. Much of the design work performed during this period encompassed numerous smaller components of larger structures, such as specialized design of concrete retaining walls, column and composite beam design, buckling and fatigue analysis of structures subjected to impact from floating vessels and ice flows, and specialized steel connection design. Most projects were undertaken in a team-effort atmosphere. Clients included Gelgy Chemical Company and Nakoosa Edwards Company.

1/65 - 8/66 - Student; University of Texas; Austin, TX; Working toward Master of Science degree in Architectural Engineering. Worked as a teaching assistant in the Department of Drafting.

6/63 - 9/63 - Structural Draftsman; Preston M. Geren, Architect-Engineer; Ft. Worth, TX; Duties included structural drafting and minor engineering calculations. Projects included various office buildings and high schools. Structural experience included elementary steel connection and base plate design, concrete footings; concrete slab on grade; suspended concrete channel floor systems; and masonry load bearing wall analysis. Other duties included coordination between structural and architectural departments and checking of shop drawings for various projects.

6/61 - 8/61 - Rodman; Texas Highway Department; Midland, TX; Surveyor duties, including quantity takeoffs and measurements; soil tests; surveyor calculations and duties.

9/60 - 1/65 - Student; University of Texas; Austin, TX; Working toward Bachelor of Science degree in Architectural Engineering.

PROFESSIONAL MEMBERSHIPS:

American Institute of Steel Construction
American Concrete Institute - Previous
National Council of Engineering Examiners
Texas Society of Professional Engineers
National Society of Professional Engineers
American Society of Civil Engineers

Past Memberships:

Chairman - Building Code Review Committee - Midland
Chairman - Planning & Zoning Committee - Midland
Planning & Zoning Commission - Midland
Utility Windowpane Advisory Committee - Midland

PUBLICATIONS:

Melton - "Structures Video Seminar" 1988 thru 1997.
Melton - "When the Bough Breaks: Building Failures and the Structural Engineering Expert" - 1989; workbook revised 1996.
Melton - "Failures of In-Service MPC Parallel Chord Wood Floor Truss Components Reveal Deficiencies In ANSI/TPI Standards - 2000
Melton - "ADA-A/E Title III Design Video Seminar", 1994.

THOMAS JUNE MELTON, III PARTIAL PROJECT LISTING
INCLUDING AMSTAR ENGINEERING PROJECTS
(Significant projects listed only)

The following partial listing reflects the types of projects for which Thomas June Melton, III has provided engineering services:

FOR AMSTAR ENGINEERING:

A-1 Fire & Security Foundation / Drainage Evaluation – Waco
A-1 Rental Store - Austin
Academy Surplus Foundation/Tiltwall/Framing - Austin
6903 Agave Cv. Plumbing/Structural – Austin
Aircraft Scaffolding - San Antonio
Airport Marriott Mezzanine - Austin
Alamo Business Center/City Park Buried Utilities Investigations - San Antonio
American Freight Drainage Analysis / Drainage Utilities - Schertz, TX
824 Angel Light – Lake Travis
Applehead Cove Repairs - Horseshoe Bay, TX
Applied Materials - Austin
Architectural Metals (Thresholds) Copyright Dispute - Houston
14731 Arrowhead – Lake Travis, TX
Austin/Bergstrom Airport Pedestrian Bridges - Austin
32 Autumn Oaks Dr. Roof Framing/Water Damage/Repair – Hills of Lakeway
AVAI Boat Dock - Austin
Baby Acapulco Restaurant Addn. - Austin
Balcones Club Apartments Investigation - Austin
Bank United - Austin
Beaumont Federal Correctional Complex - Beaumont, Tx
#11 Beecher St. Structural Repairs - Austin
Bell Towers Drainage/Parking - Austin
2315 W. Ben White Medical Facility Evaluation - Austin
4311 Benedict Flood Damage/Drainage Investigation - Austin
Best Western Hotel Stucco / Water Intrusion - Austin
12432 Beverly Village Ct. #6 Wind Bracing / Framing Repairs - Austin
Bingle Road Shopping Center Investigation - Houston
5325 Texas Bluebell Window Leakage/Site Drainage - Spicewood, TX
Boeing Building 3238L - Austin
Bols-Du-Lac Condominiums - Dallas
505 Bolivar Framing / Connectors / Flood Plane – Bellaire, TX
7804 Brightman Lane Structural/Truss/Water Penetration – Austin
4805 Brook Creek Cove Foundation Investigation - Austin
Brookstone Apartments Third Floor Walkway Removal – Austin
Bridge Partial Collapse Inv. - Hwy 518, Shreveport, LA
603 Bull Creek Stabilization – Austin
1441 Bull Horn Loop Foundation/Drainage – Round Rock
Bullock, Sandra, 2801 River Hills Road Multi-Damage Investigation - Austin
4600 Bunny Run Structure – Austin
7304 Burnet Rd Fire Damage Investigation - Austin
Butterfield I & II Investigation - San Angelo
1109 C&D 15 1/2 St. Structural / Foundation / Drainage - Houston
Camino Real Apartments Canopy/Structure/Hazards – Austin

4300 Canoas Roof Framing - Austin
2400 Canoas Drive Structure - Austin
240 Canterbury Truss/Beam Deficiencies - Dripping Springs, TX
221 Canyon Trail Swimming Pool Analysis - Austin
CAP Water Treatment Plant - Tucson, AZ
Capital Metro Bus Parking/Retaining Walls/Flood Study - Austin
Capital Metro Maintenance Building Drainage/Structural Addition - Austin
Cardinal Hills Unit 7 Wastewater Study - Travis County
Casa Grande Hwy. Flood Relief & Bridge Rail - Phoenix, AZ
3408 Cascadara Drainage/Structural - Austin
Cathelena's Restaurant Structural/Septic - Cedar Park
220 Cedar Hurst Lane Chair Lift Analysis - Lake Travis
11094 Cedar Park Drainage/Structural - San Antonio
Cedar Park Community/Recreational Center Stairs and Rails - Cedar Park
2726 Cedar Springs Framing/Foundation/Drainage/Moisture Investigation - Round Rock
2714 Cedar Springs Framing/Foundation/Drainage/Moisture Investigation - Round Rock
Centercourt Drainage - Austin
Centex Retaining Wall Collapse Inv. Rivermist/Waller Ranch - San Antonio
Chainsaw Massacre Movie Set Structural Analysis - Austin
8400 Chalk Knoll Foundation/Pool Investigation - Austin
8904 Chalk Knoll Drive Fireplace/Chimney/Water Intrusion Inspection - Austin
25938 Chapman Falls Foundation / Drainage Inv. - Richmond, TX
Chase Apartments Roof / Structural / Moisture Assessment - Austin
City-County Jail - Oklahoma City, OK
City National Bank - Austin
City Park Recreation Building - San Marcos
9403 Clearrock Additions - Austin
Cole Baptist Church Roof Truss Failure/Injury - Duncanville
College House CoOp Rehab - Austin
College Park Shopping Center - Killeen
Colorado Building Improvements - Austin
Commodore Riverboat Hull Repairs - Austin
111 Congress Sign - Austin
Congress Ave. Mini Storage Fire Damage Investigation - Austin
Continental Construction Casino Delay Damages Evaluation - Alabama
Convenience Store Canopy - Fredricksburg
2208 Conway Cove Framing Assessment - Pflugerville
Copperas Cove Jr. High Connections - Copperas Cove
225 Corinthian Swimming Pool/Septic System Investigation - Lakeway
Cornett Roof Truss Failure/Injury - Austin
Corridor Park 5 - Cort Furniture - Austin
2150 Cottonwood Creek Foundation/Pool Assessment - Austin
Coulver Rd. Septic Systems - Austin
617 Coventry Residential Design - Austin
Crane Manbasket - Austin
2905 Creeks Edge Parkway Masonry Repairs - Austin
911 Cross Wind Investigation - Austin
Crossland Economy Studio - Austin
Cypress Semiconductor Improvements - Austin
DART City Place - Dallas
DART Improvements - Dallas
Days Inn - Diamond Bar, CA
Dean Witter Sign - Austin
9212 Decker Lane Site Damage Assessment - Austin
Deeb Wood Truss Defect Investigation - WV
Delatte Mobile Home Moisture Intrusion/Structural/Ventilation/Plumbing - Louisiana

Denver Pavilions Shopping Center - Denver, CO
Department of Economic Security West - Phoenix, AZ
Dittmar Lumber Warehouse - San Antonio
Doss Road Wastewater System - Travis County
12506 Dover Drive, Montgomery, TX (Chapman)
Downtown Triparty Bridge - San Antonio
Duska Swimming Pool - Austin
Dutchman's Market Freezer Building Investigation - Fredericksburg
Duval County Courthouse Water Intrusion/Superstructure/Civil - San Diego, TX
421 East 6th ADA Issue - Austin
805 East 32nd St. Medical Offices Foundation/Plumbing - Austin
#13 Ehrlich Pool/Retaining Wall Repairs - Austin
Educare Housing - Austin
Eisley Library Door Accident - Lincoln, NE
El Monterrey Apartment Foundation Investigation - Austin
Engineering ethics opinion letter (confidential)
Encycle Texas Plant Dismantle Investigation - Corpus Christi
2408 Enfield Waterproofing and Drainage Investigation - Austin
Entertainment & Sports Arena - Raleigh, N.C.
Escala Apartments - Retaining Wall Failure / Drainage - Austin
Esther's Follies Expansion - Austin
12210 Fairhaven Foundation / Drainage Inv. - Montgomery, TX
Far West Skyline Condomium Rehab - Austin
101 Fawn Meadow Repairs - Austin
101 Fawn Hollow Bracing, Windows, Foundation Issues - Dripping Springs, TX
FDNS Medical Building Thermal Barrier / Vinyl Materials Investigation - New Braunfels
FDNS Medical Building Thermal Barrier / Vinyl Materials Investigation - Seguin
101 Firebird Pool/Wall - Austin
121 Firebird St. - Roof repairs - Lakeway, TX
Flamingo Cantina Canopy & Mezzanine - Austin
Fleetwood Subdivision - Memorial Dr. Flood / Water Barrier Drainage Investigation - Houston
Flower Mound High School Lewisville ISD Water Discharge - Flower Mound, TX
Forest Creek Aerial Crossing - Pflugerville
Forest Creek Retaining Wall/Culverts - Pflugerville
Forest Oaks Wastewater Wetwell - Cedar Park
Ft. Bliss Hangar Door Investigation - El Paso
304 W. 4th St - Austin
807 E. 14th St. Condo Building Water Penetration/ Structural - Austin
Foundation/Superstructure Analysis - Primary School - Eagle Lake
Foundation Analysis 11620 Loweswater - Austin
509-521 Franklin Investigation - Waco
2800 French Place Drainage/Structural Investigation - Austin
Fresno Federal Courthouse Structural Assessment - Fresno, CA
Fruit-O-Loom Slip/Fall Investigation - Harlingen, TX
Fulkes Middle School Beam Connections - Round Rock
Gables at Barton Creek Column Repair - Austin
Galleria Oaks Shopping Center Investigation - San Antonio
4205 Gattis School Road Pavement Assessment - Round Rock, TX
11901 Gateway Swimming Pool/Flooding/Drainage - Austin
General Mail Facility - Bryan
General Telephone & Electric - Irving
Georgetown Jet Addition - Georgetown, TX
42 Governors Court Structural/Fire Inspection - Austin
Grace Lutheran Church - Wimberly
Grand Casino - Tunica, MS.
Grand Casino Hotel Structures - Biloxi, MS

9714 Grand Oaks Low Speed Car Crash - Structural Damage - Austin
Granite Quarry Plant Warehouse - Austin
Grapevine Market - Austin
Greathouse Elementary Platforms - Midland
Greatland Office Park Improvements - San Antonio
Hackberry Convenience Store Canopy - San Antonio
Habitat Village Investigation - Austin
Harbor Circle Swimming Pool Investigation - Georgetown
Harthan House Apartments (Historic) - Stabilization and Restructure - Austin
Hartman Post House - Lake Travis
Hatch/Carr/Ashcreek Structural Investigation - Austin
Headquarters Bldg - Kirtland AFB
20707 Henry Floor/Roof Decking Investigation - Lago Vista, TX
High Drive Foundation Dispute Resolution - Lago Vista
Highcrest Apartments Drainage / Trusses - San Marcos, TX
Highway 290 W 33ft Billboard - Austin
Hill Country Apartment Fire/Fireplace Damage Investigation - San Marcos, TX
Hill Country Apartment Foundation Investigation - San Marcos, TX
Hilton Hotel Wood Truss Defect Assessment - Oklahoma City, OK
Hoffbrau Restaurant Addition - Austin
Holiday Inn Select Loop 410 Retaining Walls/Porte-Cochere - San Antonio
Holiday Inn Select Canopy Wall - San Antonio, TX
Holloman AFB F117A Maintenance Docks/Hangars - Alamogorda, NM
6212 Holloway Residential Foundation/Superstructure Damage Repair - Austin
Hollywood Video Inspection, 1050 I35 - Georgetown
Horizon/Warner Bros. Sound Stage 3 & 5 Structural - Austin, TX
Horseshoe Casino Parking Garage Stairs - Bosier City, LA
Horseshoe Casino Stair Tower - Bosier City, LA
Hunter Construction Co. Steel Building Fire Investigation - New Braunsfels
Hurricane Katrina/Rita Damage Evaluations - MS, LA, TX
12343 Hymeadow Investigation - Austin
5508 Hwy 290 Selsmic Evaluation - Austin
Ingleside Fleet Mine Center - Ingleside
Ingleside Village Apartments - Ingleside
International Center for Trade Truss Connections - Eagle Pass, TX
J.C. Penny Wall Collapse - Dallas
Jester Estates Oceanquest Pool Investigation - Austin
Joe's Crab Shack Restaurant Code Violations / Hazard Analysis - Houston
Jonestown Lighthouse - Lake Travis
126 Kittie Lane Foundation / Drainage - Three Rivers, TX
19 Knob Hill Circle Interim Deck Repair - Austin
Knox OSSF Feasibility Study - Austin
Knuckleheads - Austin
Lake Creek Village Shopping Center - Austin
5475 Lakeshore Drive Roof Assessment - Lago Vista
24714 Lakeside Cove Structural Inspection - Austin
Lakeway Church Fellowship Hall - Lakeway
6609 N. Lamar Fire Investigation - Austin
10817 N. Lamar - Roof Structure Repair - Austin
1607 S. Lamar - Austin
Lamar Craton Truss Collapse/ Injury - Alabama
Lanshire Duplex Stair Collapse Investigation - Austin
Lake Austin Riverboat Docking Facility - Austin
Lake Travis Lighthouse - Jonestown, TX
Lake Travis Post Office - Lakeway
4807 Lake Wichita Foundation / Drainage Inv. - Richmond, TX

1010 N. Lamar Roof/Wall Restructure – Austin
1420 N. LBJ Dr. Vibration/Energy Investigation - San Marcos
10807 Legends Lane Plumbing Leak Damage – Austin
Lewisville ISD School Construction Deficiency Evaluation – Lewisville
Light Bar Addition – Austin
1487 Little Bear Foundation Evaluation – Hays County, TX
LoLa Convalescent Ctr. Roof Collapse Investigation - Austin
Lockheed Maintenance Facility - Austin
Lockheed Missile Mezzanine – Austin
Log Cabin Structural/Foundation – New Mexico
13915 Lone Rider Trail Trusses - Austin
2401 Longview Phi Kappa Psi Temporary Structure - Austin
Louisiana State Highway Timber Bridge Collapse - LA
11620 Loweswater Drainage/Structural - Austin
Luis Fall / Injury / Roof Framing / Fasteners Issue - Houston
606 W. Lynn Condos Investigation - Austin
McCracken Pool Trusses - Austin
McCreary County USP – Kentucky
202 E. Main Restaurant Fire Damage Repair - Round Rock
Malmin Structural Damage Assessment Flooding/Drainage/Utilities - Austin
Mandalay/Circus Circus ADA Shower Seat/Injury Investigation – MS
Marble Falls Quarry Office Building – Marble Falls, TX
711 Marshall St. Foundation / Frame Investigation - Houston
819 Mariner Structural/Foundation Investigation - Round Rock
703 Marne Ln. Lightning Damage Assessment - Houston
Masonry Column Collapse Investigation - Houston
2518 Mathews Balconies / Boat Dock / Helicopter Pad Inv. - Austin
Maxwell Car Wash - Taylor
Maxwell Wastewater - Austin
Meadowbrook Gardens Apartments Designs/Inspections – Cedar Park
Meadowlakes Shopping Center - Marble Falls
Medical Center Automatic Door Closer Accident - Bentonville, AR
Memorial Baptist Church Trusses - Killeen
Menard BiFold Door Accident Investigation - Janesville, WI
Mezzaluna North - Austin
Micron Devices Seismic - Utah
310 Mitchell Foundation / Plumbing - Weatherford, TX
Mississippi Interstate Bridge Collapse – MS
2004 Mistywood Residential Repairs - Austin
Morrow Roof Member Collapse/Fall – Birmingham, AL
205 W. Morse Moisture/Mold/Storm Windows – Fredericksburg, TX
352 Mostyn Ln. Foundation / Framing Evaluation - San Marcos
Motel 6 Balcony/Stairs Restructure - Amarillo
Motel 6 Balcony/Stairs Restructure – 8010 N. 135 - Austin
Motel 6 Hurricane Ike Damage Evaluation / Reconstruction – Jersey Village, TX
Motel 6 Hurricane Katrina Damage Assessment – Biloxi, MS
Motel 6 N.IH35 Additions - Austin
Motel 6 Walkways/Stairs - Topeka, KS
Motel 6 Structural/Civil Evaluation - Camp Springs, MD
Motel 6 Structural/Civil Evaluation – Cranberry, PA
Motel 6 Structural/Civil Evaluation – Moline, IL
MSI Shop Expansion - Kyle
Mt. Olive Lutheran Church Addn. - Austin
Motorola Building "W" - Austin
Moss C.J.C. - Oklahoma City, OK
Museum of the Southwest Accident / ADA evaluation - Corpus Christi, TX

N.A.S. Commissary - Kingsville
Nellis AFB Composite Facility - Las Vegas, NV
New Elitch Gardens Theme Park - Denver, Co.
413 New Ledo Swimming Pool Investigation - Austin
New Lexington Fayette County Detention Center - Lexington, KY
New Territories Shopping Center Investigation - San Antonio
1211 Newton / Austin Motel Retaining Wall Collapse Repair Analysis - Austin
19 Nob Hill Circle Structural Expansion Study - Austin
North High School - Carrollton
North Hills Townhouse Foundation Investigation - Austin
North Lamar/Kramer Lane Warehouses - Austin
North Park Hotel Fire/Fireplace/Truss Repairs - Austin
1210 Nueces - Veneer / Deck / Stair Repairs - Austin
250 Oak Heights Barrier Drain - Wimberly
Oak Knoll Residential Foundations - San Marcos
Oakwood School Trusses - College Station
10807 Oasis Foundation Failure Inv./Negotiation - Houston
4802 Ocean Drive Structural/Ventilation Assessment - Corpus Christi, TX
Oilfield Road Hwy. Intersection Accident / Drainage / Non-Licensed Engineer - LA
Old Lockhart Hwy. Mobil Home Park - Travis County
Olivarez Subdivision/Utilities/Street Collapse Investigation - McAllen
Oltorf Oaks Apartments Chimney Fire Investigation - Austin
One Corporate Center Investigation - Austin
One Liberty Place Improvements - Waco
One Tech Plaza - Austin
Oyster Landing Boat Docks - Austin
Paleface Grocery - Travis County
Palm Valley Retain Stucco / Substrate - Round Rock
Paniagua Truss Collapse/Injury - Phoenix, AZ
12892 Park Art Studio - Austin
Park Central Apartments Stair Fall Inv. - Dallas
6103 Peachtree Hill Ct Drainage / Foundation Damage - Kingwood
2212 Pearl Fire Damage Inspection - Austin
540 Pecan Grove Boat Dock Improvements - Horseshoe Bay
Penbrook Apartments Masonry Veneer Repairs - Austin
Penbrook Club Apartments Building 6 Breezeway Inspections - Austin
J. C. Penny Brick Veneer Wall Collapse - Dallas
Pete Maravich Assembly Center Investigation - Baton Rouge, LA
Point Venture Townhouse Multi Building Structural Assessment - Point Venture, TX
Precision National Structural Investigation - Waco
Public Housing Fall Hazard Investigation - San Antonio
29384 Raintree - Plumbing / Foundation / Superstructure Investigation - Fair Oaks Ranch
Rayco Fire Retardant Investigation - San Antonio
RCBS Hospital HVAC / Contract Issues - Austin
1913 Real Catorce Foundation/2nd Floor Framing Repairs - Austin
Recreation Sports Building/A&M/Window Wall - College Station
Red Robin Restaurant Air Quality/Moisture/Roof/wall Leaks - San Antonio
Regency Manor Apartments Structural Walkway Replacements - San Antonio
Regents School Water Intrusion/Wood Floor Damage Investigation - Austin
8910 Research Parking Lot Investigation - Austin
12034 Research High Speed Vehicle Collision Vibration/Energy Damage Assessment - Austin
Retano Wastewater System - Austin
2816 Revere Townhouses Foundation / Superstructure Inv. - Houston
1913 Rio Catorce TJI Floor Joist Investigation - Austin
River Authority Conveyor - San Antonio
3800 Rivercrest Boat Dock Feasibility Study - Austin

2311 Rogge Ln Swimming Pool Leak/Foundation Assessment – Austin
Rone Cellphone 160 Ft. Guyed Tower - Barton Creek, Austin
Round Rock Express Baseball Stands/Rails – Round Rock
Round Rock Express Cables/Structural Designs - Round Rock
Round Rock Express Supports – Round Rock
10713 RR 620 Roof Assessment - Austin
12301 Saber Trail Wind Load Stabilization – Austin
Sam Bass Road Concrete Pavement Analysis - Round Rock, TX
Samsung U. Project I Beam Connections - Austin
San Antonio Housing Authority v. Magi Realty - Litigation, 150 + Houses - San Antonio
2200 Scenic Boat Dock Repairs - Austin
16020 Scenic Oaks Trail Flood Analysis – Buda, TX
Schneider Manufactured Home Investigation - La Grange, TX
S  cretariat Masonry Arches/Drainage - Hayes Co., TX
Segefield Drainage Study - Austin
6106 Shadow Mountain Structural Repairs – Austin, TX
Sharper Image Mezzanine - Austin
Sheraton Hotel Parking Garage Repairs - Austin
Silver Pine Pool - Austin
Simplex Grinnell Structural Evaluation – Pflugerville, TX
Sir Ivor Cove Swimming Pool Evaluation - Austin, TX
419 E. Sixth St. Second Floor Rehab - Austin
421 E. Sixth St. ADA Investigation - Austin
500 E. Sixth Rehab - Austin
500 E. 6th Fire Escape Restructure – Austin
505 E. 6th Structural Investigation - Austin
515 E. Sixth Roof Framing - Austin
600 E. Sixth Roof & 2nd Floor Framing Evaluation - Austin
723-725 E. Sixth Rehab - Austin
10211 Skyflower Floor Stabilization – Austin
Skylight Accidental Breakage/Fall / Injury - Mission, TX
Skyridge Plaza Structural Inspection - Round Rock, TX
South Grand Prairie High School - Grand Prairie
329 South Guadalupe Water Intrusion - San Marcos
Southlake Shopping Center Stairs - Southlake, TX
Southlake Subdivision Sanitary Sewer Collapse – Southlake, TX
120 South Main Roof Drainage Issue - Victoria
South Texas Art Museum - Structural Barriers / ADA / Injury - Corpus Christi
Southwest Medical Park - Austin
Southwest Texas State University Bridge - San Marcos
Southwestern University Fine Arts Investigation - Georgetown
SpeedFabCrete Tilt Wall Investigation - San Antonio
702 SpringBrook Water/Floor Truss Damage - Leander
St. Paul's Catholic Church Addition - Austin
St. Pete Times Forum Arena Concrete Tolerances Evaluation – Tampa Bay, FL
#18 St. Stephens Pool Investigation - Austin
Stair and Guardrail Designs - Sheppard AFB
St. Stephens School, Quinn Hall Addition - Austin
Stahl Roof Condition Assessment - Austin
Stayton Water Damage - Hardwood Flooring /Plumbing / HVAC Spec. Mediation - Victoria
Steck Vaughn Floor Structure Investigation - Austin
119 Stephens Lane Window Leakage Investigation – Round Rock
Stop and Go Boat Storage Inspection - Austin
Studio 6 Motel Sam Houston Parkway Foundation/Flooding/Plumbing - Houston
Stum Ladder Fall Investigation - Arlington
5353 Sugar Hill Foundation / Swimming Pool / Drainage Investigation - Houston

Summit Apartments Wood Balcony Investigation – San Marcos, TX
Summit at West Rim Foundation - Austin
Sun Oil E/W Pipe Rack - Houston
Sunchase Condos Investigation - Austin
Sunchase Unit 102 - Austin
Sunfish Wastewater System Improvements - Austin
Sunnyvale Condominiums Replacement Stairs – Austin
Superstructure Analysis Riverview Apartments - New Orleans, LA
Superstructure Analysis Shadowlake Apartments - Jefferson Parish
TAMU Recreation Sports Building - College Station
Texas Department of Banking Structural Investigations - Austin
Texas Department of Corrections - Abilene
Texas Department of Corrections Alberti Unit - Abilene
Texas Department of Corrections - Beaumont
Texas Department of Corrections - Beeville
Texas Department of Corrections - El Paso
Texas Department of Corrections - Gatesville
Texas Department of Corrections - Harris Co.
Texas Department of Corrections - Hutchins
Texas Department of Corrections - Liberty Co.
Texas Department of Corrections - Mitchell Co.
Texas Department of Corrections - New Boston
Texas Department of Corrections - Plainview
Texas Department of Corrections - Wichita Falls
Texas Department of Corrections - Karnes County
Texas Department of Corrections Tower - Amarillo
Texas Department of Health Laboratory Stairs/Guardrails - Austin
Texas Land & Cattle Co. Restaurant Fire Investigation – Richardson, TX
Texas Supreme Court Buildings B & C - Austin
Thaxton Road Septic Systems - Travis County
315 W. 35th Apartment Foundation/Plumbing/Superstructure – Austin
2909 Thousand Oaks Truss Evaluation – Austin
27 Tiburon Dr. Groundwater/Drainage/Foundation – Hills of Lakeway
408 Tilbury Construction Deficiencies - Austin
9816 Timber Ridge Pass Septic Investigation – Austin
Timbers Apartments Structural / Drainage/ Plumbing Evaluation - San Marcos, TX
Tolt Water Treatment Plant Design Deficiency Evaluation – Seattle
5812 Tom Wooten Drive Floor Trusses/Water Intrusion/ Bracing - Austin
Tower Carwash Pavement / Building Water Leakage Evaluation - Round Rock
Town Lake Villas Drainage/Water Intrusion/Structural – Austin
TOWTRC Council Training Center Evaluation/Report – Texas
Twenty-First Street CoOp/ Commons Investigation - Austin
Twenty-First Street CoOp Structural Lofts - Austin
U.S. Naval Station - Ingleside
Unity Church Structural Investigation - Austin
University of Houston Athletic Facility - Houston
University of Texas Life/Health Steel Connections - Brownsville
University of Texas Memorial Stadium Additions - Austin
University of Texas Residence Dorm Stairs - Austin
University of Texas Soccer Stadium - Austin
University of Texas Tower/Observation Deck Investigation - Austin
University of Texas West Grandstand - Austin
USP Atwater Code Issues - Austin
230 Vailco Lane - Wall Plumbness / Structural Framing - Austin
230 Vailco – Wall Bracing/Plumbness Issues - Lakeway
Valley View Apartments Water Break / Structural / Condemnation - Georgetown

1802 Vance Circle Drainage / Foundation Deficiencies - Austin
Victoria Square Roofing Repair Scope - Austin
Village at Gracy Farms Roof Assessment - Austin
12600 Wallisville Inspection - Houston
3909 Warehouse Row Structural/Remediation - Austin
1803 Warwick Cove Moisture/HVAC/Structural Investigation - Round Rock, TX
Water/ Wastewater No. 19 Walkways and Guards - Travis Co.
Waterfront Condo Boat Docks - Austin
Waterloo Ice House Additions - Austin
Weberg Furniture Store Roof Collapse Investigation - Temple
Wells Fargo Bank ATM/Parking Lot Injury - Pasadena, TX
Wendy's Restaurant Ladder Investigation - San Antonio
1701 West Avenue Structural Investigation - Austin
Westchester Apartments Investigation - San Antonio
Western Currency Tower - Ft. Worth
Westmoreland Bridge Collapse Investigation - Dallas
Wilder Self Storage - Alabama
2606 Wilson St. Apartments - Stair Repairs / Upgrades - Austin
Williamson County Annex - Taylor, TX
Willow Creek Apartments Roof Investigation - Houston
Wimberly Wastewater Holding Tank - Wimberly
2730 Winding Brook Structural/Civil - Austin
6402 Woodhue Foundation/Structural Investigation - Austin
Zone Apartments Swimming Pool/ Building Foundations - San Marcos, TX.

FOR OTHER FIRMS:

American Founders Office Building - Austin
American Oil Company No. 1 Ultracracker - Texas City
Austex Food Processing Facility - Austin
Austin High School Improvements - Austin
Austin's Colony Wastewater Treatment Plant - Travis County
B&R Instrument Building - Houston
Bain Road Mobile Home Park - Travis County
Banister Lane Flood Control - Austin
Bastrop County Bridge - Bastrop
Baxter Residence - Midland
Bayou Bend Townhouses - Midland
Beal Lakehouse Facilities - Brownwood
Bergstrom AFB Improvements - Austin
Bergstrom AFB Squadron Operations - Austin
Big Spring High School Remodeling - Big Spring
Bluebell Estates Mobile Home Park - Travis County
Bluebell Ridge Mobile Home Park - Travis County
Bluebonnet Mobile Home Park - Travis County
Brackenridge Hospital Expansion - Austin
Braker Lane Elementary School - Austin
Brown Distributing Company Improvements - Austin
Brown Residence - Midland
Brown School Improvements - Austin
Browning Hangar Improvements - Austin
Brushy Creek Bridge - Round Rock
5046 Bull Creek Office Building - Austin
Burleson Residence - Midland
Bus Transit Facility - Austin

Butcher Mfg. Foam Panel Testing - Lafayette, LA
Campbell Center - Dallas
Capital of Texas Plaza Storm Structures - Austin
Casbeer Miniwarehouse Park - Midland
Cat Mountain Subdivision - Austin
Cedric's - Midland
Celanese Chemical Company Signage - Houston
Chandler Building - Austin
Charlie's Liquor Store and Warehouse - Austin
Charlton Ranch Facilities - Brewster County
Charter Hospital - Austin
Chevy Chase Center Federal Express - Austin
Church of God of Prophecy - Midland
Church of The Holy Redeemer - Austin
Church of The Rock - Odessa
Clark Residence - Menard
Clearview Office Building - Midland
Clifton Lutheran Sunset Home - Clifton
Cody Cattle Company Restaurant - Midland
Coffey Residence - Austin
Colbert Residence Wastewater - Austin
Collins Residence - Midland
804 Congress Office Building - Austin
Coors Distributor Facilities - Midland
Cornerstone Apartments - Austin
Courtyard Apartments - Midland
CreditBanc Building Far West Blvd. - Austin
Creedmore Meadows Drainage - Austin
Crescent Place - Midland
Cross-Town Sewer Interceptor - Austin
Culver Road Estates Mobile Home Park - Travis County
Dairy Queen/ N. Lamar - Austin
Davenport Residence - Midland
Davis Water Treatment Plant, Phase III - Austin
Deepwater Docking Facilities - Kuwait
Devine Junior High School - Devine
Doble Junior High School - Austin
Dole Residence - Midland
Downtown Fire Station - Livingston
Driftwood Surveying / ATS Pecan Springs Subdivision Review - Austin
Duncanville Apartments - Duncanville
East Side Park Improvements - Austin
East Texas Pulp & Paper Improvements - Houston
Eighth Street Arms Apartments - Austin
El Chico Restaurant - Midland
Elroy Road Mobile Home Park - Travis County
Emerson Place Masonry Investigation - Midland
Enfield Plaza Foundation Improvements - Austin
Fann Cantilever Crane #1 - Austin
Far West Blvd. Swimming Pool - Austin
Fields Residence - Odessa
First Presbyterian Church - Coleman
Fisher Scientific Laboratories - Atlanta, GA
Ft. Sam Houston Base Facilities - San Antonio
Ft. Sam Houston Commissary Expansion - San Antonio
Forum Shopping Center Improvements - Austin

Garden City Hwy. @ FM715 Warehouse - Midland
Gary Job Corps Center - San Marcos
Gattis School Road Conv. Store Improvements - Round Rock
Geigy Chemical Corporation - Louisiana
Gethsemane Lutheran Church Improvements - Austin
Glenwick Apartment Conversion - University Park
GM Steakhouse/Congress Ave. - Austin
Goforth Village Wastewater Plant - Austin
Gooch Residence - Midland
Grandview Warehouse - Odessa
Greenville Ave. Condos/Apartments - Richardson
Griffith Residence - Midland
Grosec Medical Building - Midland
2000 Guadalupe Office Building - Austin
2200 Guadalupe Office Building - Austin
Gulf States Utilities Pump Station - Montgomery County
Hemphill Park Apartments - Austin
Henderson Residence - Midland
Henderson Vessel Foundations - Midland
Henderson Warehouse - Midland
Hickory Farms - Midland
Hillander School Expansion - Midland
Hilton Hotel Improvements - Midland
Hinesly Restaurant - Merkel
Hissom Residence - Midland
Holiday Hill Landfill - Midland
Housing, Water and Wastewater Improvements - Kuwait
Huggins Pumping Unit Service Warehouse - Midland
Hunter Residence - Midland
Idlewilde Village - Midland
Inverness Condominiums - Bastrop
Jefferson Building - Austin
Jollyville Rd. Office Building - Austin
Jonsson Additions - Midland
Kelly AFB Facilities - San Antonio
Kennedy Residence - Midland
La Amistad Restaurant - Midland
La Prada Subdivision - Garland
Lackland AFB Exchange Sales - San Antonio
Lackland AFB Facilities - San Antonio
Lackland AFB Police Operations - San Antonio
Lackland AFB Shop Clothing & Equipment - San Antonio
Laughlin AFB Air Rescue Opns. Bldg - Del Rio
Laughlin AFB Shop Aircraft Bldg - Del Rio
Leander Hills Water and Wastewater - Austin
Leander Post Office - Austin
Lewis Sign Co. Signage - Austin
Lewisville Apartments - Lewisville
Los Patios Restaurant - Midland
McAngus Road Mobile Home Park I & II - Travis County
206 Main Building - Midland
Manchaca Mobile Home Park - Manchaca
Mathews Elementary School - Austin
Metro Building Improvements - Midland
Mewhorter Residence - Midland
Midland High School Improvements - Midland

Midland Savings Association - Midland
Missouri Street Restaurant - Midland
Monopod Structure - Cook Inlet, AK
Mustang Meadows Wastewater - Austin
Nakoosa Edwards Paper Plant - Arkansas
Nash Building - Austin
Nieta's Cafe Addition - Midland
North Austin Junior Swimming Pool - Austin
North Blvd. Addn. Office Building - Midland
Northchase II Office Building Improvements - San Antonio
O'Donnell Residence - Midland
Ogden Office Buildings - Austin
Old Southern Ice House - Midland
Oltoft Rd. Office/Warehouse Park - Austin
O'Neill Barbeque - Midland
Pappagallo Expansion - Midland
Parkwood Apartments - Richardson
Permian Electronics Radio Tower - Midland
Petro-Tex Neoprene Plant - Houston
Petroleum Museum Central Power - Midland
Pflugerville High School - Pflugerville
Piney Creek Bridge - Bastrop
Plantation Hills - Midland
Plaza Center No. 15 - Midland
Plaza Office Building "K" - Midland
Plaza Shopping Center Buildings F1 & F3 - Midland
Plaza Shopping Center Signage - Midland
Pollard Residence - Midland
Princeton Business Center - Midland
Public Safety Building Improvements - Midland
Radio Shack - Midland
Ramsey Medical Center - Austin
Ramsland Residence - Midland
Rennner Road Subdivision - Dallas
Richardson Apartments - Richardson
Ridgemar Court Investment #1 & #3 Condos - Midland
Rodriguez Restaurant - Midland
Roper Warehouse - Midland
Rowlett Flood Plane Study - Rowlett
Rusk Dental Office - Midland
St. June Subdivision - McKinney
St. Martin's Lutheran Church - Austin
St. Nicholas Episcopal Church Improvements - Midland
St. Paul Evangelical Lutheran Church - Taylor
Sam Houston State Office Building - Austin
San Felipe Neighborhood Facility - Del Rio
Sandra Street Warehouse Improvements - Austin
Scottsdale Addition - Midland
Shenandoah Townhouses - Dallas
Sheppard Memorial Hospital Improvements - Burnet
8118 Shoal Creek Dental Center - Austin
7958 Shoal Creek Medical Office Building - Austin
Shoal Creek Office Building - Austin
Showcase I - Midland
Shull Warehouses - Midland
Six Ranch - Midland County

Skillern's Drug Store - Midland
Sledge Residence - Midland
Smith Residence - Midland
Smith Building - Midland
Smithville Landfill - Smithville
South Austin Fire Station - Austin
1006 South Big Spring Addn. - Midland
Spicewood Wastewater Treatment Plant - Austin
Stephenson Warehouse - Midland
Sundae Palace - Austin
Sunshine Camp - Austin
Superior Oil Building Improvements - Midland
Sutton Place Condominiums - Midland
Texaco Offshore Drilling Platforms - Houston
Texas Department of Health and Mental Retardation - Austin
Texas Department of Human Resources - San Antonio
Thaxton-Coulver Mobile Home Park Wastewater Utilities - Travis County
Thomason Townhouses - Midland
Timberline Terrace Office Building - Austin
Town & Country Day Care Facilities - Austin
Travis County Blood Bank - Austin
Travis County Courthouse Annex - Austin
Travis County Courthouse Improvements - Austin
Travis County Courthouse Pedestrian Bridge - Austin
Travis County Parking Garage - Austin
Travis Street Low Income Housing - Midland
Treasor Equipment Co. Improvements - Midland
Tres Amigos Restaurant - Austin
Trinity Lutheran Home - Austin
Trinity Presbyterian Church Additions - Midland
Trinity School Improvements - Midland
Turner Building Improvements - Midland
Twenty-fourth Street Condos - Austin
Union Hall Baptist Church Addn - Liberty Hill, TX
Union Texas Oil Co. Extraction Plant - Geismar, LA
United States Embassy - Guyana
University Lutheran Center - Austin
University of Texas Regents' Office Building - Austin
University of Texas Harry Ransom Center - Austin
University of Texas of the Permian Basin - Odessa
University of Texas Swimming Facility - Austin
Vaughn Building Improvements - Midland
2714 W. Wall Warehouse - Midland
Washington/McGarvey St. Warehouses - Midland
Water Line Utility Improvements - Martindale
Water Tower - Martindale
Water Tower Renovation - Midland
Weatherford Landfill - Buda
Western Sizzler Steakhouse - Midland
Westgate Business Center - Midland
Westgate Acres Section 2 Subdivision/Utilities/Development- Midland
Westgate Miniwarehouse Development - Midland
Westlake High School Improvements - Austin
Westminster Manor Additions - Austin
3000 Westminster Residence - Dallas
Westminster Presbyterian Church Improvements - Austin

Wild River Canyon Park - Midland
Wilson Building - Midland
Windmill Hill Apartments - San Antonio
Winston Swimming Pool Facility - Midland
Woodlands Street, Bridge & Drainage Facilities - Woodlands
Yancey Residence - Midland
Y.W.C.A. Improvements - Richardson
Young Vehicle Storage Facility - Midland
Zoller Residence - Midland



Rimkus Consulting Group, Inc.
100 Savannah, Suite 470
McAllen, TX 78503
(956) 683-1783 Telephone
(956) 683-0157 Facsimile
Certificate of Authorization No. F-1545

March 8, 2011

Mr. Tim Barziza
Chubb Insurance Company
P.O. Box 42065
Phoenix, AZ 85080

Re: Claim No: 040510119089
Insured: Pharr-San Juan-Alamo ISD
Project: Structural Collapse Evaluation
Subject: Supplemental Letter
RCG File No: 154526

Dear Mr. Barziza:

On January 21, 2011, Rimkus Consulting Group (Rimkus) published our Report of Findings (Report) pertaining to our evaluation of the extent of damage to the school building located at 714 East Business Highway 83 in Pharr, Texas, as a result of a partial collapse of the structure which occurred on September 22, 2010, during renovation work being performed by Texas Descon, a contractor. In that Report, we stated that demolition was supposed to be limited to the connecting structures between the main building and the detached classroom buildings at the east and west ends of the main building and was not intended to include any portions of the main or detached buildings themselves. We also stated that collapse of the east wall of the main building above the first floor and collapse of the second floor and roof from the east end of the main building westward to column line 1 were results of the demolition methods and means used by the demolition contractor to remove the connecting structure between the main building and the east detached classroom building and were outside the intended limits of demolition. We further stated that cracking in masonry columns at the north and south sides of the exit at the west end of the main building and movement of the brick veneer at the west end of the building were likely results of demolition means and methods used by the demolition contractor and were outside the intended limits of demolition. We also stated that observed exposure of reinforcing steel in basement columns in column lines 3 and 7 was not a result of the demolition work.

The locations of column lines were indicated on a drawing contained in our original Report.

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March 8, 2011
RCG File No. 154526

Page 2

Mr. Tim Barziza, of Chubb Insurance Company, provided Rinkus with a copy of a cost estimate (the Estimate) prepared by Texas Descon, dated December 21, 2010, and addressed to ERO Architects. Mr. Barziza asked Rinkus to review the Estimate and to determine whether the proposed work fell within the scope of damage we determined in our Report. This Supplemental Letter is being submitted in accordance with that request.

The Estimate contained three drawings and attached proposed cost details for repair Scopes 1, 1A, 2, 2A, 2B, 3, 3A, and 3B. These repair scopes are briefly described below based on the Estimate, along with the Rinkus response as to whether the work was within the scope of damage we determined as a result of the partial collapse of the building.

Scope 1

Work Item: Removal of collapsed wall material.

Rinkus Response: This work is a result of the partial collapse.

Scope 1A

Work Item: Steel joists, metal decking, and concrete for approximately 1410 square feet of floor area.

Rinkus Response: This work is a result of the partial collapse and corresponds with the collapsed portions of the second floor and roof at the east end of the main building.

Scope 2A – Brick Removal

Work Item: Remove and salvage 24 linear feet by 42 feet high (1,008 square feet) area of existing brick and remove an equal area of existing structural clay brick.

Rinkus Response: These items are shown on the Estimate's drawing for Scope 2 as being located at the north and south ends of the collapsed floor and roof sections. Because of the collapsed condition of the roof and floor, we were not able to inspect those walls at the time of our site visit. However, damage to these walls would be expected to have occurred during the collapse of the portions of the second floor and the roof, and the work is consistent with the partial collapse.

Scope 2B – Wall Rebuild

Work Item: Install 120 linear feet by 37 feet high 8-inch CMU walls and 120 linear feet by 10 feet high 12-inch CMU walls.

ERO 000897

March 8, 2011
RCG File No. 154526

Page 3

Rimkus Response: The Scope 2 drawing shows these walls to be located at the east end of the building and at the wall sections removed under Scope 2A. This work is consistent with the partial collapse. Based on Rimkus measurements at the site, the length of the installations would be approximately 96 feet, not 120 feet.

Work Item: Install 24 feet by 42 feet high brick wall.

Rimkus Response: This corresponds to the brick removed and salvaged under Scope 2A and would be consistent with the partial collapse. We note that there are no cost estimates for installing brick across the east end of the building where the wall collapsed.

Work Item: Damp proofing 24 feet by 42 feet of exterior walls.

Rimkus Response: This corresponds with the brick removed and salvaged under Scope 2A and would be consistent with the partial collapse. As with the brick installation, we find no cost estimate for damp proofing the east end wall of the building.

Scope 3A – Brick Removal – East

Work Item: Removal and salvage of 40 linear feet by 42 feet high (1,680 square feet) brick area and demolition of an equal area of structural clay brick.

Rimkus Response: The Estimate's Scope 3 drawing indicates this work is to be performed at the western portions of the front and rear projections at the eastern portion of the main building. As such, this work is not within the area of the building damaged by the partial collapse.

Scope 3A – Brick Removal – West

Work Item: Removal and salvage of 140 linear feet by 42 feet high (5,880 square feet) brick area and demolition of an equal area of structural clay brick.

Rimkus Response: The Estimate's Scope 3 drawing indicates this work is to be performed across the front and east side of the front projection at the western portion of the building, along the entire west end of the main building, and across the rear and east side of the rear projection at the west end of the main building. Our Report indicates that there had been movement of the brick at the northern portion of the west end of the building, so the only brick affected by demolition work at the site would be an approximately 36 linear feet by 42 feet high (1,512 square feet) area. The only damage we noted to the structural clay brick was at the columns at the north and south sides of the west entrance, so the demolition of 5,880 square feet of structural clay brick would not be within the area of the building damaged by the demolition work.

ERO 000898

March 8, 2011
RCG File No. 154626

Page 4

Scope 3B - Wall Rebuild - East/West

Work Item: Installation of 230 linear feet by 37 feet high 8-inch CMU wall and of 230 linear feet by 10 feet high 12-inch CMU wall.

Rimkus Response: Since removal of the structural clay brick was not within the area of the building damaged by the demolition work, installation of new walls would not be within the area of the building damaged by the demolition work.

Work Item: Installation of 180 linear feet by 42 feet high brick.

Rimkus Response: Since removal and salvage of approximately 36 linear feet by 42 feet high brick was within the area damaged by the demolition work, installation of a similar area of brick at the west end of the building is all that would be within the area damaged by the demolition work.

Work Item: Damp proofing of 230 linear feet by 42 feet high walls.

Rimkus Response: Since removal and salvage of approximately 36 linear feet by 42 feet high brick was within the area damaged by the demolition work, damp proofing of a similar area is all that would be within the area damaged by the demolition work.

This Supplemental Letter was prepared for the exclusive use of Chubb Insurance Company and is not intended for any other purpose. Our letter is based on information available to us at this time. Should additional information become available, we reserve the right to determine the impact, if any, the new information has on our opinions and conclusions and to revise our opinions and conclusions if necessary and warranted.

Thank you for allowing us to provide this service. If you have any questions or need additional assistance, please call.

THE ORIGINAL OF THIS REPORT, SIGNED AND SEALED BY THE PROFESSIONAL WHOSE NAME APPEARS ON THIS PAGE, IS RETAINED IN THE FILES OF RIMKUS CONSULTING GROUP, INC.

Sincerely,
RIMKUS CONSULTING GROUP, INC.

Bruce L. Morris

Bruce L. Morris, P.E.
Principal Consultant

Steven A. Frase
Steven A. Frase, P.E.
District Manager

BLM/evp



ERO 000899

Pharr ISD Review of Bid

| Scope Reference | Contractor Proposal | Adjustments | Net Adjusted Total |
|--|----------------------|-----------------|----------------------|
| Scope 1 (includes 1.a. - 1.c) | \$ 89,640.00 | \$ - | \$ 89,640.00 |
| Scope 2 | | | |
| 2.a. | \$ 57,672.00 | \$ - | \$ 57,672.00 |
| 2.b. | \$ 88,111.00 | \$ (8,525.00) | \$ 77,586.00 |
| Scope 3 | | | |
| 3.a. East | \$ 59,800.00 | \$ (59,800.00) | \$ |
| 3.a. West | \$ 61,520.00 | \$ (49,383.00) | \$ 12,137.00 |
| 3.b. | \$ 230,649.00 | \$ (220,331.40) | \$ 10,317.60 |
| Subtotals | \$ 585,082.00 | \$ (337,839.40) | \$ 247,252.60 |
| Less Contractor Listed Adjustment for Change from Gyp Wall to CMU Wall | \$ (20,248.00) | | \$ (20,248.00) |
| | \$ 564,834.00 | | \$ 227,004.60 |
| Overhead/Profit | \$ 56,484.60 | | \$ 22,700.86 |
| | \$ 621,330.60 | | \$ 249,707.26 |
| Deductible | \$ (50,000.00) | | \$ (50,000.00) |
| NET TOTAL | \$ 571,330.60 | | \$ 199,707.26 |

ERO 000900



CHUBB GROUP OF INSURANCE COMPANIES

Western Claim Service Center
2155 W Pinnacle Peak Road
Phoenix, Arizona 85027
Phone: 1 (800) 252-4670 Facsimile: (877) 817-6689

Mailing Address
P.O. Box 42085
Phoenix, Arizona 85080-9880

February 11, 2011

Pharr San Juan Alamo ISD
Attn: Larry Doeppenschmidt
P.O. Box 769
Pharr, TX 78577

| | | |
|-----|------------------|----------------------------------|
| Re: | Insured: | Pharr San Juan Alamo ISD |
| | Policy No.: | 35822323 |
| | Claim No.: | 040510119089 |
| | Date of Loss: | September 22, 2010 |
| | Writing Company: | Great Northern Insurance Company |

Dear Mr. Doeppenschmidt;

This letter will acknowledge our receipt of the above captioned claim and request for coverage under your Chubb Customary Classic insurance policy. We have thoroughly reviewed your policy, and on behalf of Great Northern Insurance Company, we must respectfully decline your request for coverage to repair the areas of the intended demolition that collapsed during the demolition process, however the resulting damages to the building that were not part of the original scope of demolition would be covered. It is our understanding those repair costs are pending. The reasons for our decision are set forth below, along with specific policy provisions that support our conclusion.

Our investigation included a detailed telephone interview with you, an inspection by a licensed independent adjuster, an inspection by a licensed engineer and a thorough review of your insurance policy. It was discovered that your contractor caused other sections of the building to collapse outside the scope of demolition that was part of the repairs to the building. We have enclosed a copy of the engineers report for your review.

We would like to refer you to the form #80-02-1000 (Rev. 6-05) section of your Customary Classic policy which provides in part;

Building And Personal Property

Contract

Words and phrases that appear in bold print have special meanings and are defined in the Property/Business Income Conditions and Definitions form included in this policy.

Throughout this contract, the words "you" and "your" refer to the Named Insured shown in the Declarations of this policy. The words "we," "us" and "our" refer to the company providing this insurance.

Policy Exclusions The following Policy Exclusions apply to all coverages in this contract

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SAFETY DEPARTMENT

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POSTAL SERVICE

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Planning, Design, Materials Or Maintenance

This insurance does not apply to loss or damage (including the costs of correcting or making good) caused by or resulting from any faulty, inadequate or defective

- planning, zoning, development, surveying, siting;
- design, specifications, plans, workmanship, repair, construction, renovation, remodeling, grading, compaction;
- materials used in repair, construction, renovation or remodeling; or
- maintenance,

of part or all of any property on or off the premises shown in the Declarations.

This Planning, Design, Materials Or Maintenance exclusion does not apply to ensuing loss or damage caused by or resulting from a peril not otherwise excluded

Your policy provides coverage for direct physical loss or damage to building or business personal property, caused by or resulting from a peril not otherwise excluded. Regretfully, there is no coverage to fix the areas of the portion of the building that were damaged within the original demolition scope.

The Company regrets that it is unable to assist you with a portion of this claim. To the extent that you have additional information, which you believe should be considered by the company, you may submit this information to the company, in writing, within thirty (30) days of the date of this letter. If the company receives additional information, we will promptly review it and respond to you as soon as possible.

Great Northern Insurance Company must respectfully advise you it must continue to reserve any and all rights which may also exist under the terms of the insurance contract whether currently known or unknown, including the right to rely on all applicable exclusions and limitations on coverage. No waiver or estoppel is intended, nor should be inferred.

Should you have any questions at all, please feel free to contact me at (800)-252-4670, extension 3055.

Sincerely,

David Martinez

David Martinez
Property Claim Examiner

cc: Pharr San Juan Alamo ISD
Attn: Rene Compos
P.O. Box 769
Pharr, TX 78577

Cameron dba Shepard, Walton, King Insurance Group

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PSJA

ERO 000902



Rinkus Consulting Group, Inc.
100 Savannah, Suite 470
McAllen, Texas 78503
(956) 683-1753 Telephone
(956) 683-0157 Facsimile

Certificate of Authorization No. F-1545

THE ORIGINAL OF THIS REPORT, SIGNED AND SEALED BY THE PROFESSIONAL WHOSE NAME APPEARS ON THIS PAGE, IS RETAINED IN THE FILES OF RINKUS CONSULTING GROUP, INC.

Report of Findings

STRUCTURAL COLLAPSE EVALUATION

Insured: Pharr-San Juan-Alamo ISD

Claim No: 040510119089


RCG File No: 154528

Prepared For:

CHUBB INSURANCE COMPANY
P.O. BOX 42065
PHOENIX, AZ 85080

Attention:

MR. DAVID MARTINEZ


Bruce L. Morris, P.E.
Principal Consultant


Steven A. Frase, P.E.
District Manager

January 21, 2011



TABLE OF CONTENTS

| | |
|-----------------------------------|----|
| I. Introduction | 1 |
| II. Conclusions | 2 |
| III. Discussion | 3 |
| • General Description and History | |
| • Observations | |
| • Analysis | |
| IV. Basis of Report | 9 |
| V. Attachments | 10 |
| A. Photographs | |
| B. Drawing | |
| C. CVs | |

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PSJA-PURCHASING DEPT.

January 21, 2011

Section I
INTRODUCTION

Representatives of the Pharr-San Juan-Alamo Independent School District (PSJA ISD) have reported that a portion of a school building collapsed during renovation work being performed by a contractor (Texas Descon) on September 22, 2010. The school building is located at 714 East Business Highway 83 in Pharr, Texas.

Rimkus Consulting Group (Rimkus) was retained by Chubb Insurance Company to determine the limits of intended work to be performed by the contractor and to determine the extent of damage to the building outside of those limits as a result of work being performed by the contractor. Mr. Bruce L. Morris, P.E., performed an on-site inspection of the building on January 18, 2011. Mr. Reynaldo Sanchez, construction manager for PSJA ISD, and Mr. Steve Lemmons, of Universal Claims Services, Inc., were present during portions of our inspection. Mr. Morris also visited with Mr. Rene Campos, an Assistant Superintendent of PSJA ISD, during his on-site inspection.

This report was prepared for the exclusive use of Chubb Insurance Company and is not intended for any other purpose. Our report is based on the information available to us at this time, as described in Section IV, BASIS OF REPORT. Should additional information become available, we reserve the right to determine the impact, if any, the new information has on our opinions and conclusions and to revise our opinions and conclusions if necessary and warranted.

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Section II

CONCLUSIONS

1. Demolition was supposed to be limited to the connecting structures between the main building and the detached classroom buildings at the east and west ends of the main building and was not intended to include any portions of the main or detached buildings themselves.
2. Collapse of the east wall of the main building above the first floor and the collapse of the second floor and roof from the east end of the main building westward to column line 1 were results of the demolition means and methods used by the demolition contractor to remove the connecting structure between the main building and east detached classroom building. This described area of collapse was outside the intended limits of demolition. Pre-existing conditions and the design and construction of the original building may have influenced the collapse.
3. Cracking in masonry columns at the north and south sides of the exit at the west end of the main building and movement of the brick veneer at the west end of the building are likely results of demolition means and methods used by the demolition contractor. Pre-existing conditions and design and construction features of the main building may have contributed. This damaged area was outside the intended limits of demolition.
4. Observed exposure of reinforcing steel in basement columns in column lines 3 and 7 is not a result of demolition work performed by the demolition contractor on the connecting structures and is not associated with the partial collapse of the main building.

Section III DISCUSSION

General Description and History

The main building contained a basement plus two additional floors (Photographs 1 through 5 in Attachment A). For purposes of discussion in this report, the front elevation, facing Business Highway 83, was referenced to face north. The structural frame of the main building was of reinforced concrete, with load-bearing clay tile block walls at the east and west ends of the building. Exterior walls are faced with brick veneer. The drawing titled "Schematic Floor Plan with Approximate Dimensions," in Attachment B, shows the locations of the columns and beams on the first floor which support the second floor. The locations of the columns supporting the first floor and the roof were in the same relative locations. Interior dividing walls had been removed prior to our inspection, and debris from the collapse had been removed.

The site contained three detached buildings in addition to the main building. Classroom buildings had been constructed at the east and west sides of the main building, with gaps of approximately 16 feet between the main building and the classroom buildings. A library building was located at the rear of the main building.

Mr. Rene Campos, an Assistant Superintendent with PSJA ISD, provided the following information regarding the property:

- The main building was constructed in 1915. He believes the east and west classroom buildings were constructed in 1921 or 1926. He does not know when the library building was constructed.
- Enclosed walkways or connectors between the main building and the east and west classroom buildings had been constructed at some time in the past.

- The demolition contractor (Texas Descon) had removed the walkway structure at the west side of the main building. He does not know what equipment or techniques were used by the contractor during that work.
- He believes the contractor was using a jackhammer to separate a beam at the walkway at the east side of the main building when the east wall and portions of the second floor and roof at the east side of the main building collapsed.

According to Mr. Reynaldo Sanchez, PSJA TSD Construction Manager, the enclosed walkways at the east and west ends of the main building had been of 2-story construction. They have noticed some damage to the brick and tile block wall at the west end of the main building since the collapse at the east end of the building. Mr. Sanchez also reported that the jacks supporting the first and second floors and the roof have been installed since the collapse.

Observations

Observations made during our on-site inspection are summarized below. Photographs referenced in the text are contained in Attachment A.

- Interior dividing walls had been removed in the basement, first floor, and second floor, exposing the concrete structural system of the building (Photographs 6, 7, and 8). Steel jacks had been installed on all levels of the main building.
- Vertical reinforcing steel was visible in basement columns in column lines 3 and 7 (Photographs 9 and 10).
- The second floor and roof had collapsed between the east end of the main building and column line 1, as had most of the east wall of the building above the level of the first floor (Photographs 2 and 11).

- A concrete overlay had been placed on the second floor at some time in the past (Photographs 12 and 13).
- Pieces of masonry were attached to the undersides of the east ends of the collapsed roof and second-floor slabs (Photographs 14, 15, and 16).
- Inspection of the west end of the main building indicated the concrete columns at the sides of the west exit ended near the level of the first floor, with masonry columns extending above that level (Photograph 17). We observed cracking in the masonry columns on both sides of the exit above the first-floor level. Concrete columns had been installed at the exterior of the main building for the walkway (Photograph 18).
- Concrete headers, supported by load-bearing masonry, were installed above the windows at the west end of the building (Photograph 19).
- There was evidence of movement of the brick veneer on the first floor at the northern portion of the west wall of the main building (Photograph 20).

Analysis

Mr. Campos, of PSJA ISD, provided Rimkus with a copy of an engineering report on the building prepared by Frank Lam & Associates, Inc., Consulting Engineers (Lam), and dated October 18, 2010. Information and conclusions contained in that report are summarized below:

- The report states that they visited the site on September 22, 2010, and on October 8, 2010.
- The report states that they reviewed the Demolition Drawings and Notes prepared by ERO Architects dated February 24, 2010. The report stated that the proposed demolition involved the connecting structures between the main

building and the detached classroom structures and included the concrete slabs of the second floor and roof, concrete columns against the main building and the detached structures, and the two levels of tie beams between the columns. The report stated that the limit of demolition stopped at the face of the exterior walls of the main building and detached structures.

- Several photographs in the report identified a Volvo BL60 backhoe with high impact chipping hammer parked near the northeast corner of the main building at the time the photographs were taken.
- They observed cracking in the masonry columns at the exit on the west side of the main building.
- The report stated that the connecting structures between the main building and the classroom structures were supported by cast-in-place concrete columns poured against the existing masonry columns at the exits at the end walls of the main building. The report states that there were no expansion joints between the existing masonry columns and the new exterior concrete columns and that these columns were plastered together, creating a bond between them.
- The report stated that there was no concrete or reinforcement inside the masonry columns at the ends of the main building.
- The report stated that an approximately 12-foot by 60-foot section of the roof and second floor of the main building had collapsed during the demolition of the structure connecting the main building with the east classroom building.
- The report states that it is their opinion that the collapse of the structure was caused by demolition means and methods and was possibly affected by pre-existing conditions and by the design and construction of the original building.

Mr. Steve Lammons, of Universal Claims Services, Inc., provided Rimkus with copies of photographs he took at the site prior to the removal of rubble from the collapse.

According to the Lam report, demolition work performed by the contractor was to include the connecting structures between the main building and the detached classroom buildings at the east and west end of the main building, and the limit of demolition was to stop at the faces of the main building and the detached structures. This description is consistent with information provided by Mr. Campos and Mr. Sanchez of PSJA ISD. Based on this information, we concluded that demolition was supposed to be limited to the connecting structures between the main building and the detached classroom buildings at the east and west ends of the main building and was not intended to include any portions of the main or detached buildings themselves.

Collapse of the east wall of the main building above the first floor and the collapse of the second floor and roof from the east end of the main building westward to column line 1 were results of the demolition means and methods used by the demolition contractor to remove the connecting structure between the main building and east detached classroom building. This area of collapse was outside the intended limit of demolition. Pre-existing conditions and the design and construction of the original building may have influenced the collapse. Pre-existing conditions that may have influenced the collapse include the weight of the concrete overlay observed on the second floor, bonding together of the original masonry columns and the new exterior concrete columns for the connecting structures, and cracking or spalling of the clay tile blocks prior to the collapse. Features of the design and construction of the original building that may have influenced the collapse include the use of load-bearing exterior walls to support the ends of concrete beams and slabs, the reported absence of any reinforcement in the masonry columns, and the absence of sufficient connections between the load-bearing walls and the supported concrete structural elements.

Cracking in masonry columns at the north and south sides of the exit at the west end of the main building and movement of the brick veneer at the west end of the building are

likely results of demolition means and methods used by the demolition contractor. Pre-existing conditions and design and construction features of the main building may have contributed. We would expect the same demolition means and methods used at the east end of the main building to have been used at the west end of the structure. This damaged area was outside of the intended limit of demolition.

Observed exposure of reinforcing steel in basement columns in column lines 3 and 7 is not a result of demolition work performed by the demolition contractor on the connecting structures and is not associated with the partial collapse of the main building.

Section IV
BASIS OF REPORT

1. An on-site inspection of the PSJA ISD school building was performed by Mr. Bruce L. Morris, P.E., on January 18, 2011.
2. Measurements and photographs were taken by Mr. Bruce L. Morris, P.E., on January 18, 2011.
3. Mr. Rene Campos, an Assistant Superintendent of PSJA ISD, and Mr. Reynaldo Sanchez, Construction Manager for PSJA ISD, were interviewed on January 18, 2011.
4. We reviewed photographs taken on January 18, 2011, during the inspection of the school building.
5. We reviewed an engineering report prepared by Frank Larr & Associates, Inc., Consulting Engineers, and dated October 18, 2010.
6. We reviewed photographs provided to Rimkus by Mr. Steve Lemmons of Universal Claims Services, Inc.

Section V
ATTACHMENTS

- A. Photographs
- B. Drawing.
- C. CVs

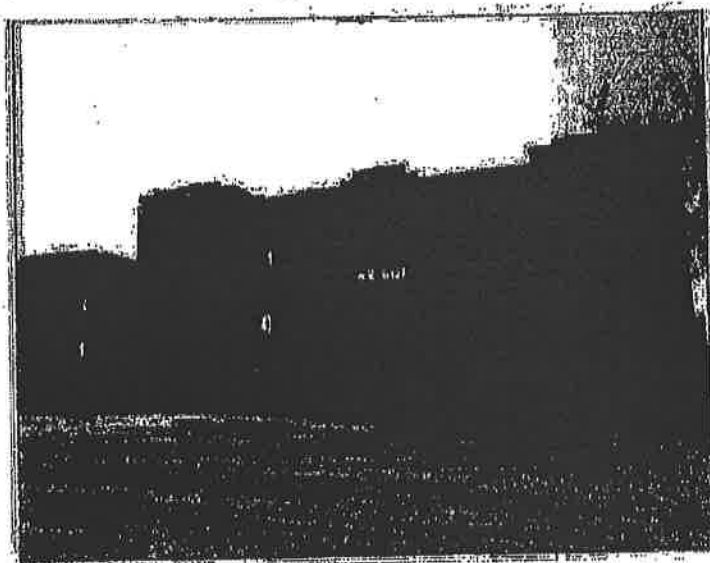
Section V
ATTACHMENT A

Photographs

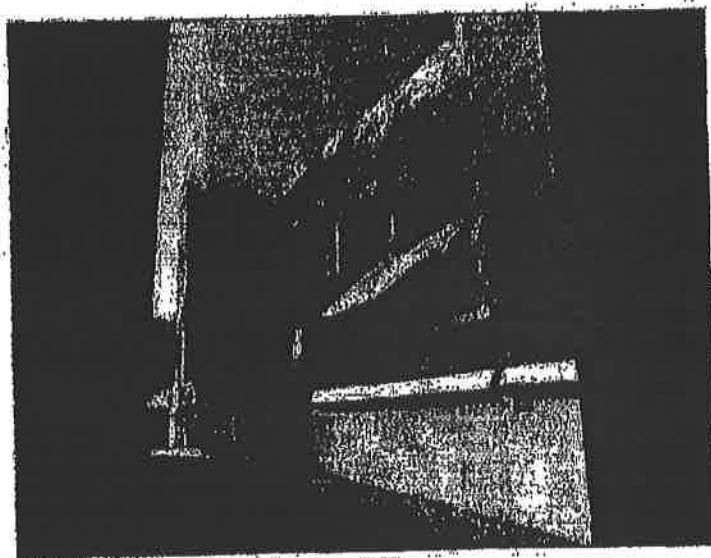
Attached are photographs taken during our investigation. Photographs taken during our investigation, which are not included in this report, are retained in our files and are available to you upon request.

January 21, 2011
RCG File No. 154520

Photograph 1
Front (north) elevation of main building, looking south.



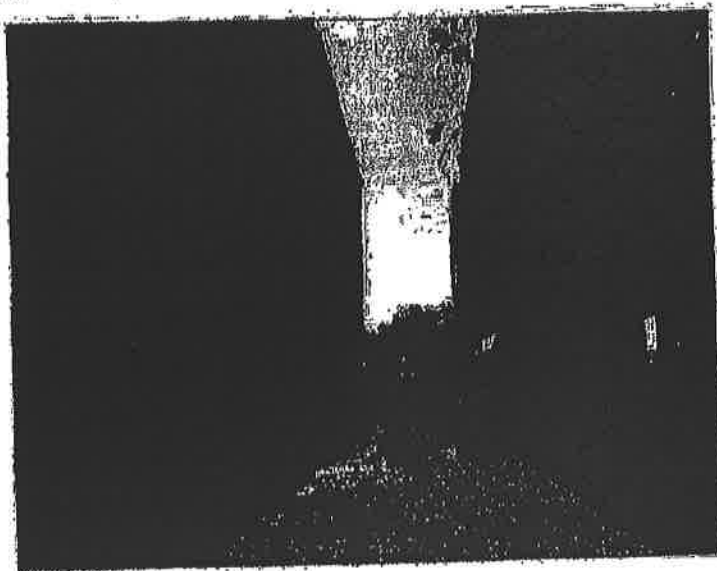
Photograph 2
East elevation of main building, looking south.



January 21, 2011
RCG File No. 154528

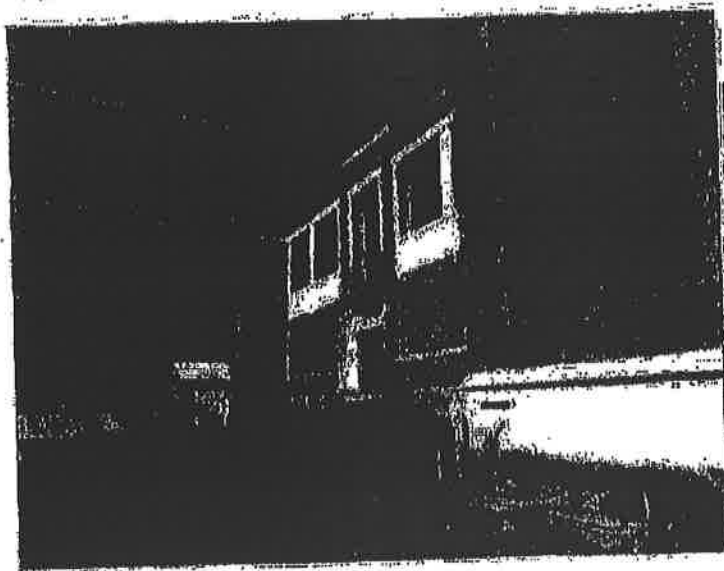
Photograph 3

West elevation of main building with partial north elevation of west classroom building and gap between buildings, looking south.



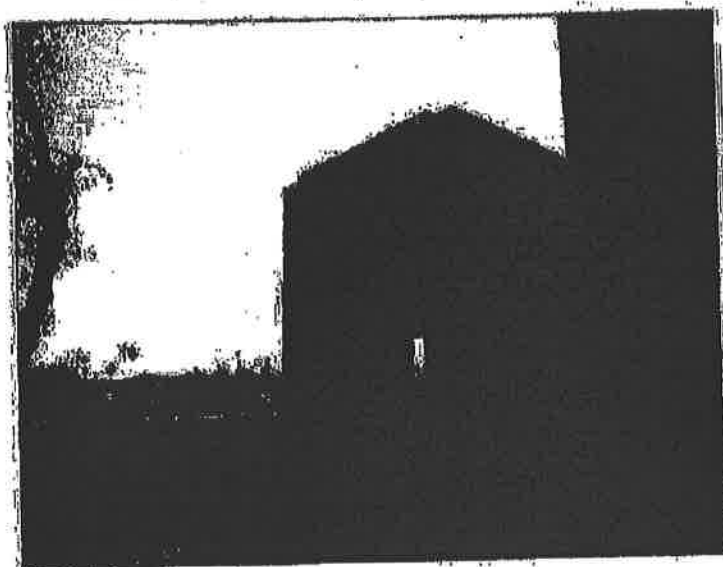
Photograph 4

Rear (south) elevation of main building with northeast corner of library, looking west.

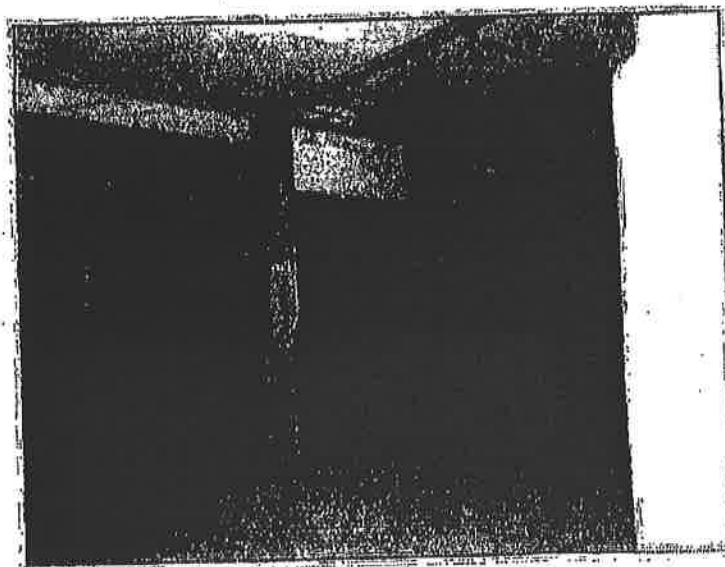


January 21, 2011
RCG File No. 154526

Photograph 5
North elevation of east classroom building, looking southeast.

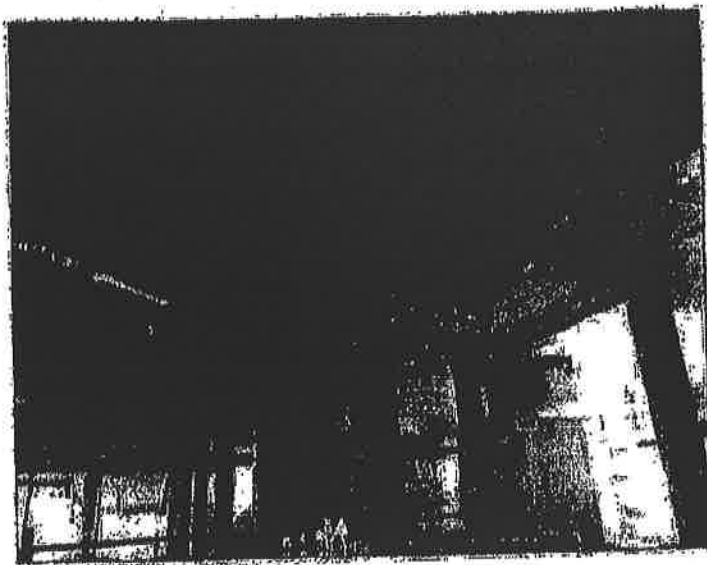


Photograph 6
Northwest portion of basement with exposed columns and beams, with supporting jacks.

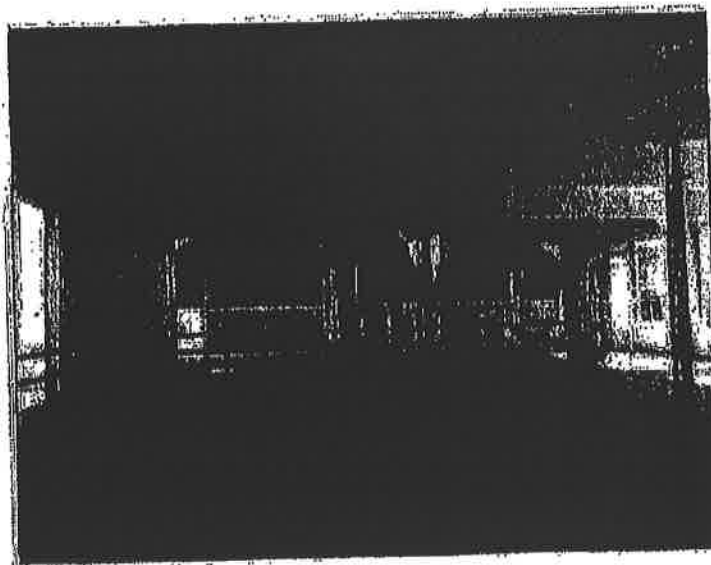


January 21, 2011
RCG File No. 154528

Photograph 7
First floor with exposed concrete columns and beams, looking east.

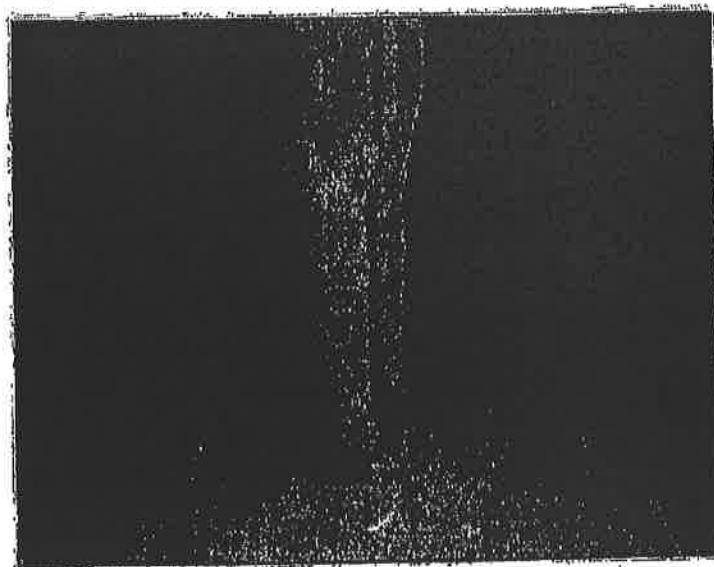


Photograph 8
Second floor with exposed concrete columns and beams, with supporting jacks, looking east.

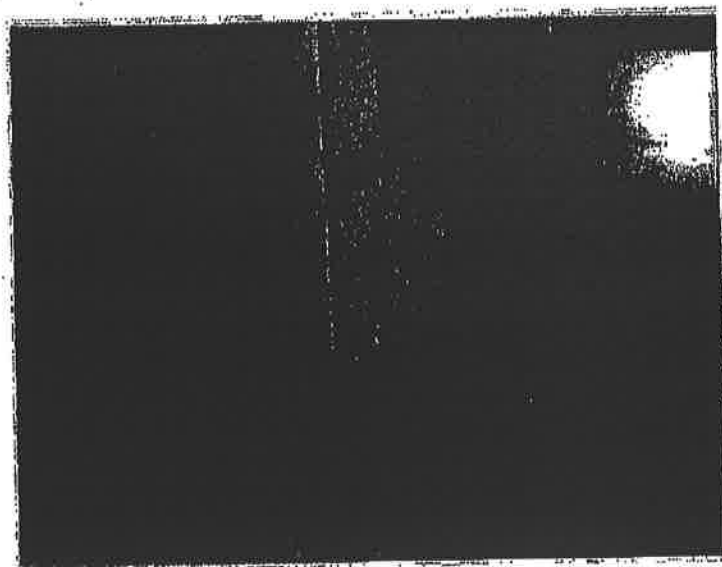


January 21, 2011
RCG File No. 154526

Photograph 9
Exposed reinforcing steel at a basement column in column line 7.



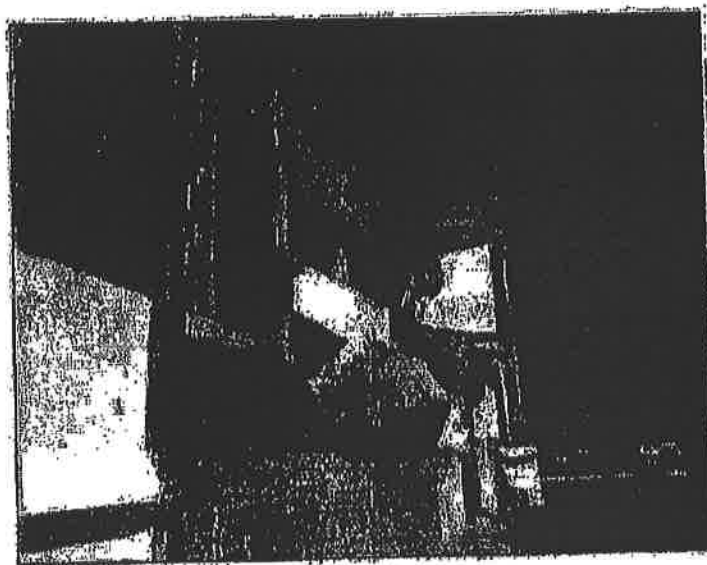
Photograph 10
Exposed reinforcing steel at a basement column in column line 3.



January 21, 2011
RCC File No. 154528

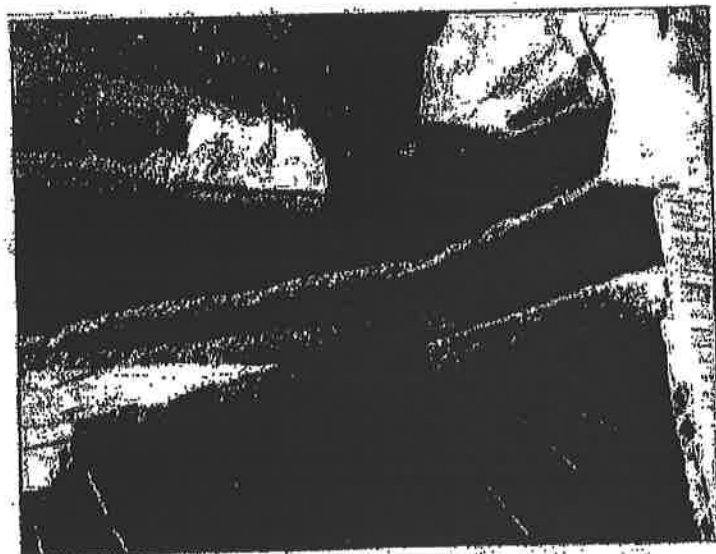
Photograph 11

Collapsed roof and second floor at east end of main building, looking north.



Photograph 12

Concrete overlay at north portion of the second floor at the east end of the main building.



January 21, 2011

RCC File No. 154528

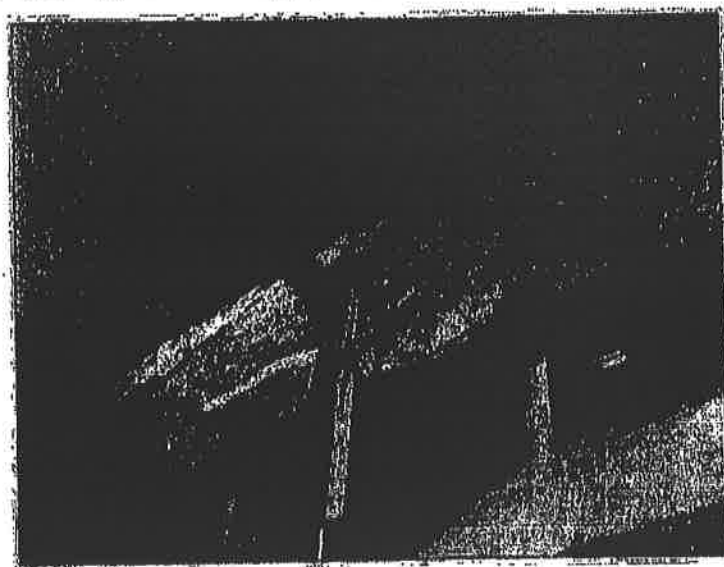
Photograph 13

Concrete overlay at south portion of the second floor at the east end of the main building.



Photograph 14

Places of masonry attached to east end of collapsed roof slab.



January 27, 2011
RCG File No. 154528

Photograph 15

Pieces of masonry attached to underside of east end of collapsed roof slab.



Photograph 16

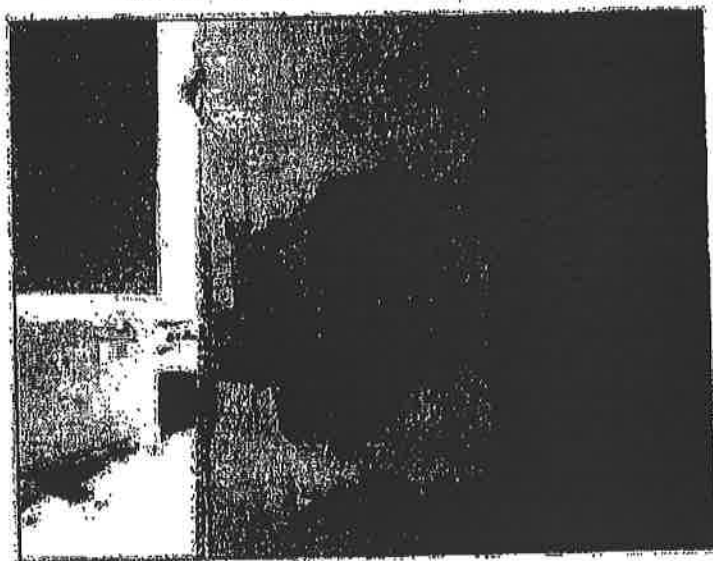
Pieces of masonry attached to underside of east end of collapsed second floor slab.



January 21, 2011
RCG File No. 154528

Photograph 17

Concrete column from basement ends at first-floor level at entrance on west side of building, with masonry column above first-floor level, with exterior column for walkway.



January 21, 2011
RCG File No. 154626

Photograph 18

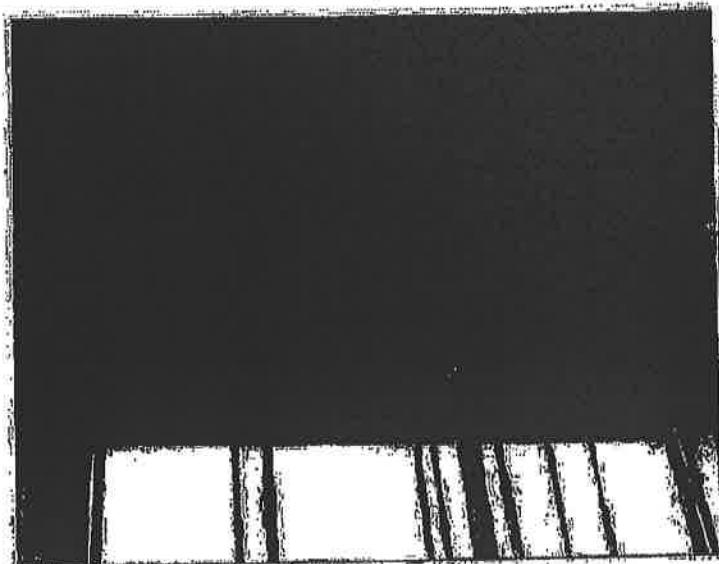
View of exterior columns for walkway at west end of main building, looking south.



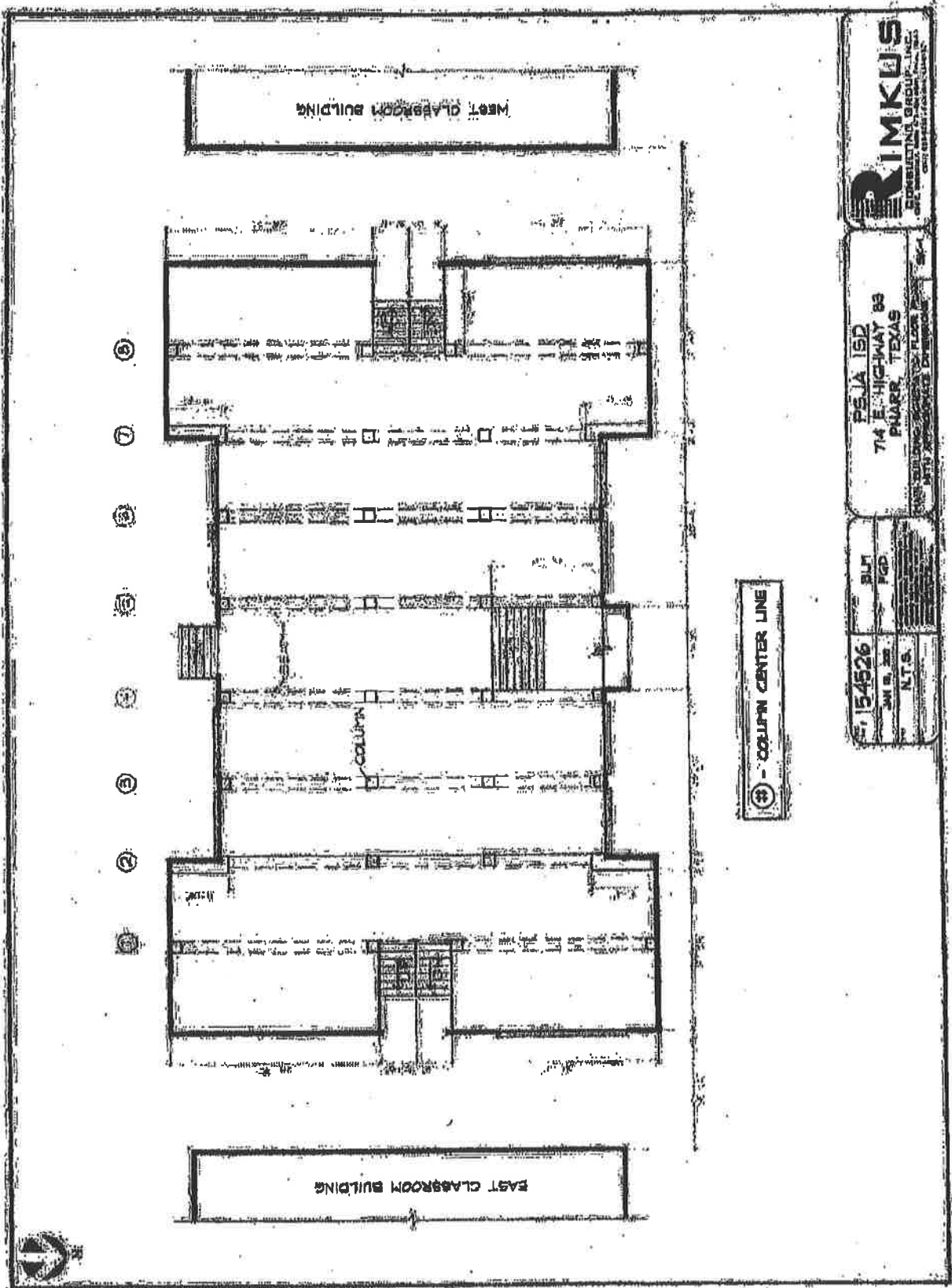
January 21, 2011
RCG File No. 154526

Photograph 19

Concrete header supported by load-bearing masonry at north window in west wall at second floor of main building.



January 21, 2011
RCG File No. 154628





**BRUCE L. MORRIS, M.C.E., P.E.
PRINCIPAL CONSULTANT**

Mr. Morris is a 1969 graduate of Rice University with twenty-five years experience in research and development of response of structures and equipment to dynamic, blast-induced loadings. Analysis of existing structures to dynamic loadings and design of structures to resist explosive loadings. Design and analysis of structures to resist ballistic penetration.

Mr. Morris' areas of expertise include: evaluation of the response of various structural types - reinforced concrete, steel frame, reinforced and non-reinforced masonry, and wood-frame to dynamic, blast-induced loadings; design of reinforced concrete structures to resist the effects of accidental explosions; design, conduct, and evaluation of tests to simulate explosive and other dynamic events; and evaluation of the ability of materials to resist ballistic penetration. He has written computer codes to simulate the response of vehicles and vehicle components to explosive loadings from landmine detonations and has verified the accuracy of those simulations through comparison to experimental data. He has evaluated the effects of process plant explosions on surrounding structures and has served as a principle author for the revision of the U.S. Army Engineering Design Handbook *Armor and Its Applications*.

Since joining Rinkus Consulting Group, Inc., Mr. Morris has been involved in the evaluation of damage to residential and commercial structures and their foundations, evaluation of the effects of internal explosions in residential and commercial structures, and in the evaluation of damage produced by vibrations from construction-related equipment and from external explosions. Mr. Morris has also evaluated the effects of sonic booms on structures and has evaluated weather effects on roofs of commercial structures. Mr. Morris has also provided expert testimony in his areas of expertise.

EDUCATION AND PROFESSIONAL ASSOCIATIONS

M.C.E. - Master of Civil Engineering - Rice University
B.A. - Civil Engineering - Rice University
P.E. - Registered Professional Engineer - Texas and Florida

EMPLOYMENT HISTORY

| | |
|----------------|--|
| 1994 - Present | Rinkus Consulting Group, Inc. |
| 1980 - 1994 | Southwest Research Institute |
| 1975 - 1980 | Defense Intelligence Agency, Arlington, Virginia |
| 1969 - 1975 | U.S. Army Mobility Equipment Research and Development Center, Fort Belvoir, Virginia |

CAUSE NO. C-5149-14-H**PHARR SAN JUAN ALAMO
INDEPENDENT SCHOOL DISTRICT**
Plaintiff

vs.

**TEXAS DESCON, L.P., DESCON 4S,
L.L.C. and ERO INTERNATIONAL,
L.L.P. d/b/a ERO ARCHITECTS**
Defendants§
§
§
§
§
§
§
§
§**IN THE DISTRICT COURT****HIDALGO COUNTY, TEXAS****389TH JUDICIAL DISTRICT****AGREED LEVEL 3 DOCKET CONTROL ORDER**

On this day came on to be heard the *AGREED MOTION FOR ENTRY OF LEVEL 3 DOCKET CONTROL ORDER* filed in the above-styled and numbered cause. Accordingly, the Court establishes that discovery will be conducted under Level 3 and establishes the following *Agreed Level 3 Docket Control Order* in this case:

A. JOINDER OF ADDITIONAL PARTIES. Additional parties must be joined on or before **August 3, 2015**, whether by amendment or third-party practice. The party causing joinder must provide a copy of this Docket Control Order at the time of service. Such joinder may occur without leave of court.

B. DESIGNATION OF EXPERTS. The parties shall: (1) designate experts pursuant to Tex. R. Civ. P. 194.2(f)(1-3); (2) provide signed reports from each retained expert pursuant to Tex. R. Civ. P. 195.5; and (3) produce Bates-labeled work files of retained expert pursuant to Tex. R. Civ. P. 194.2(f)(4), in accordance with the following schedule:

- | | | |
|----|---|--------------------------|
| 1. | Plaintiff's deadline: | August 28, 2015 |
| 2. | Defendant/Third-Party Plaintiff Deadline: | October 16, 2015 |
| 3. | Third-Party Defendant Deadline: | November 20, 2015 |

C. MEDIATION. The parties have agreed to schedule a mediation in this case on or before **December 18, 2015** with a mediator to be agreed upon by the parties. If the Parties cannot agree on a mediator, then the Court will appoint one. Further, each party must be present by a representative with full settlement authority for the party for the entire mediation. Each party shall bear its own cost of mediation.

D. DISCOVERY PERIOD ENDS. All discovery shall be concluded **February 19, 2016**. Parties seeking discovery must serve requests sufficiently far in advance of the end of the discovery period that the deadline for responding will be within the discovery period. Counsel may conduct discovery beyond the deadline by agreement, but incomplete discovery conducted after the deadline set forth above will not be grounds for delaying the trial.

E. DISPOSITIVE MOTIONS AND PLEAS. All motions for summary judgment or other dispositive motions or pleas must be set for hearing by **April 1, 2016**.

F. CHALLENGES TO EXPERT TESTIMONY. All motions to exclude expert testimony and evidentiary challenges to expert testimony must be filed and set for hearing by **February 19, 2016**, unless extended by agreement of all counsel or leave of court.

G. PLEADING DEADLINE. Plaintiff shall file their amended pleadings on or before **March 11, 2016**. All other parties shall file their amended pleadings on or before **March 18, 2016**. Any party shall file any additional responsive amended pleading by **March 25, 2016**.

H. PRE-TRIAL. All parties must exchange: (a) exhibit lists; (b) witness lists; (c) page/line designation of oral/video Deposition Excerpts; (d) Motion in Limine; and (e) proposed jury charge by **April 8, 2016**. The deadline to exchange objections in response to

items (a), (b) and (c) is **April 12, 2016**. The pre-trial hearing will occur on **April 14, 2016** at **9:00 a.m.**

I. TRIAL DATE. The jury trial setting is **April 18, 2016**.

J. AMENDMENT AND OTHER MATTERS. This order may be amended by court order, for good cause shown, or by written agreement of the affected parties. Any matters not specifically addressed by this Level 3 Docket Control Order shall be governed by the applicable Texas Rules of Civil Procedure, Hidalgo County Local Rules and/or other rules or orders of this Court.

SIGNED this 17 day of July, 2015.


JUDGE PRESIDING

AGREED AS TO SUBSTANCE AND FORM BY:

 w/ Permission

Jesus Ramirez

State Bar No.: 16501950

Robert Schell

State Bar No.: 24007992

The J. Ramirez Law Firm

Ebony Park, Suite B

700 North Veterans Boulevard

San Juan, Texas 78589

ramirezbook@gmail.com

Robert_schell@hotmail.com

Counsel for Plaintiff



Christopher D. McMillan

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David P. Benjamin

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dbenjamin@benlawsa.com

Counsel for ERO International, LLP d/b/a ERO Architects

 w/ Permission

Spencer Edwards

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sedwards@hudgins-law.com

Counsel for Texas Descon, LP and Descon, 4S, LLC

 w/ Permission

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swm@aaplaw.com
*Counsel for Third-Party Defendants Frank S. Lam, P.E and
Frank Lam & Associates, Inc.*

 w/ Permission

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Counsel for Third-Party Defendant McAllen Carpet & Interiors, L.P.

HEARD & MEDACK, P.C.

ATTORNEYS AT LAW

9494 SOUTHWEST FREEWAY
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HOUSTON TEXAS 77074

TELEPHONE (713) 772-6400
FAX (713) 772-6495

www.heardmedackpc.com

July 6, 2015

VIA-EFILE

Laura Hinojosa
Hidalgo County District Clerk
100 N. Closner
P.O. Box 87
Edinburg, TX 78539

RE: Cause No. C-5149-14-H; *Pharr San Juan Alamo Independent School District v. Texas Descon, L.P., Descon 4S, L.L.C. and ERO International, L.L.P. d/b/a ERO Architects*; In the 389th Judicial District Court; Hidalgo County, Texas

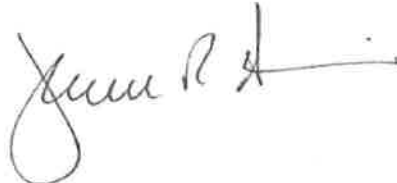
Dear Clerk:

On July 2, 2015, we filed a Notice of Application for Jury Trial on behalf of Third-Party Defendant McAllen Carpet & Interiors, LP., however, the jury fee was not paid at the time of filing. Please find our \$30.00 jury fee for the above-referenced matter.

If you should have any questions, please do not hesitate to contact me.

Yours very truly,

HEARD & MEDACK, P.C.



James P. Davis

JPD/drw

July 6, 2015
Page 2

c:

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Via Email: Robert_schell@hotmail.com
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David W. Medack (*firm*)
Cendy Hernandez (*firm*)

CAUSE NO. C-5149-14-H

| | | |
|--------------------------------|---|-------------------------------------|
| PHARR SAN JUAN ALAMO | § | IN THE DISTRICT COURT |
| INDEPENDENT SCHOOL DISTRICT | § | |
| | § | |
| vs. | § | 389 TH JUDICIAL DISTRICT |
| | § | |
| TEXAS DESCON, L.P., DESCON 4S, | § | |
| L.L.C. and ERO INTERNATIONAL, | § | |
| L.L.P. d/b/a/ ERO ARCHITECS | § | HIDALGO COUNTY, TEXAS |

NOTICE OF APPLICATION FOR JURY TRIAL

TO THE HONORABLE JUDGE OF SAID COURT:

Defendant MCALLEN CARPET & INTERIORS, LP in the above-entitled and numbered cause of action, and pursuant to the provisions of Rule 216 of the Texas Rules of Civil Procedure, hereby formally makes this demand and application for a jury trial in this litigation and tender herewith the appropriate jury fee.

Respectfully submitted,

HEARD & MEDACK, P.C.

By: /s/ David W. Medack

David W. Medack
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(713) 772-6400 - Telephone
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ATTORNEYS FOR THIRD-PARTY
DEFENDANT MCALLEN CARPET &
INTERIORS, L.P.

CERTIFICATE OF SERVICE

Pursuant to Rule 21a of the Texas Rules of Civil Procedure, I hereby certify that a true and correct copy of the foregoing has been served upon all known counsel of record, by electronic mail (e-mail), by facsimile, hand delivery, U.S. First Class Mail, email and/or certified mail, return receipt requested, on this the 2nd day of July, 2015.

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Via Email: ramirezbook@gmail.com

Via Email: Robert_schell@hotmail.com

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Sara Whittington May
Matthew B. Cano
Allensworth & Porter, LLP
100 N. Congress Avenue, Suite 100
Austin, Texas 78701

/s/ David W. Medack

David W. Medack

CAUSE NO. C-5149-14-H

| | | |
|--------------------------------|---|-------------------------------------|
| PHARR SAN JUAN ALAMO | § | IN THE DISTRICT COURT |
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| | § | |
| vs. | § | 389 TH JUDICIAL DISTRICT |
| | § | |
| TEXAS DESCON, L.P., DESCON 4S, | § | |
| L.L.C. and ERO INTERNATIONAL, | § | |
| L.L.P. d/b/a/ ERO ARCHITECS | § | HIDALGO COUNTY, TEXAS |

**THIRD-PARTY DEFENDANT
MCALLEN CARPET & INTERIORS, LP'S ORIGINAL ANSWER TO
TEXAS DESCON L.P. AND DESCON 4S, L.L.C.'S
THIRD-PARTY PETITION**

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, MCALLEN CARPET & INTERIORS, LP (hereinafter referred to as "MCI") in the above-entitled and numbered cause of action and files this Original Answer to Defendants' Third-Party Petition as follows:

I. GENERAL DENIAL

Pursuant to Rule 92 of the Texas Rules of Civil Procedure, MCI generally denies the allegations in this lawsuit made by Third-Party Plaintiffs and demands strict proof thereof in accordance with the Constitution and laws of the State of Texas.

II. AFFIRMATIVE DEFENSES

Without waiving or limiting the general denial above, or any of the defenses below, MCI further pleads each of the following defenses in the alternative:

1. MCI denies that it breached any legal duty owed to Third-Party Plaintiffs and asserts that MCI acted at all times as would a reasonably prudent contractor under the same or similar circumstances;

2. MCI denies that all conditions precedent have been performed or have occurred for Third-Party Plaintiffs to bring the causes of action asserted herein or recover on the claims asserted;

3. MCI asserts that it was not provided with any pre-suit notice or demand letter. MCI was also not given an opportunity to inspect and/or repair any damages allegedly resulting from its work or materials provided;

4. MCI asserts that the negligence and purported breach of contract causes of action sought by Third-Party Plaintiffs are barred by the claims' respective statutes of limitations;

5. MCI asserts that should the contract sued upon by Third-Party Plaintiffs be found valid, MCI substantially performed its obligations under the contract;

6. MCI asserts that any negligence claims asserted by Third-Party Plaintiffs against MCI were caused by the acts, omissions, and/or products of other entities over whom MCI had no control and thus were not a the result of any scope of work performed by MCI.

7. MCI asserts that no act or omission on its part was a proximate cause or cause-in-fact of the damages alleged in this suit, and MCI contends that the Third-Party Plaintiffs have produced no evidence of defective or faulty construction related to the scope of work MCI performed at the property at issue in this litigation.

8. MCI asserts that if the conduct of other Defendants and/or Third-Party Defendants were the sole cause, proximate cause, or contributing cause of the damages alleged herein, and the defense of contributory negligence, comparative fault, and proportionate responsibility apply to the claims of Third-Party Plaintiffs.

9. MCI further asserts that the claims asserted by Third-Party Plaintiffs in this suit may be barred by the doctrine of waiver, laches, judicial estoppel, equitable estoppel, judicial admissions, collateral estoppel, res judicata, assumption of the risk, one satisfaction rule, economic loss rule, and/or election of remedies;

10. MCI further asserts that any damages alleged by Third-Party Plaintiffs in this suit resulted from an intervening, superseding, and new or independent causes, each of which was the proximate cause, producing cause or sole proximate cause of the alleged damages;

11. MCI further asserts that the claims alleged by Third-Party Plaintiffs are barred by the Economic Loss Rule;

12. MCI further asserts that to the extent Third-Party Plaintiffs have sustained any alleged damages, Third-Party Plaintiffs failed to take timely, proper and reasonable steps to mitigate damages;

13. MCI further asserts that all events, happenings, and damages alleged by Third-Party Plaintiffs were proximately caused by the negligence and/or fault of persons or entities other than MCI; and that at all times, these other persons or entities were acting without the consent, authorization, knowledge or ratification of MCI with regard to any and all of the alleged acts; and that the award of damages, if any, should be reduced by the proportionate percentage of the wrong attributed to those persons or entities;

14. MCI further asserts that it is entitled to a determination of the percentage of responsibility attributable to Third-Party Plaintiffs, Defendants, and or other Third-Party Defendants as provided by the laws and the statutes of the State of Texas,

including but not limited to, the provisions of Chapters 32 and 33 of the Texas Civil Practice and Remedies Code, as well as all other applicable laws and statutes;

15. MCI pleads that it is entitled to a credit or offset equal to the amount of any and all sums which Third-Party Plaintiff has received, or may hereafter receive, by way of settlement with any other person or party, and MCI pleads it is entitled to a proportionate reduction of any damages found against it based upon the percentage of negligence or other liability attributable to any settling party;

16. MCI further pleads and incorporates herein by reference as an affirmative defense all applicable damage caps and limitations upon any award of damages, both compensatory and punitive, as provided under law;

17. MCI pleads that Third-Party Plaintiffs are not entitled to recover any attorney's fees because Third-Party Plaintiffs have no valid breach of contract claim against MCI;

18. MC asserts that its liability, if any, which is denied, is limited by the provisions of Sections 41.001 through 41.013 of the Texas Civil Practice and Remedies Code, which are pled and incorporated herein by reference; and

19. MCI further pleads that any award of interest that is in excess of the applicable market rate of interest during the relevant time period would be arbitrary, violate public policy, and violate the due process and equal protection guarantees of the Texas and United States Constitutions;

III. RIGHT TO AMEND ANSWER

MC respectfully reserves the right to amend this Answer after it has had the opportunity to investigate more closely the claims asserted against it, as it is the right

and privilege of MCI under the Texas Rules of Civil Procedure and the laws of the State of Texas.

IV. CONCLUSION

WHEREFORE, Third-Party Defendant MCALLEN CARPET & INTERIORS, L.P., prays that Texas Descon, L.P. and Descon 4S, L.L.C. take nothing in this suit against MCI; and that MCI be granted such other relief, general and special, at law or in equity, to which it may be justly entitled.

Respectfully submitted,

HEARD & MEDACK, P.C.

By: /s/ David W. Medack

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ATTORNEYS FOR THIRD-PARTY
DEFENDANT MCALLEN CARPET &
INTERIORS, L.P.

CERTIFICATE OF SERVICE

Pursuant to Rule 21a of the Texas Rules of Civil Procedure, I hereby certify that a true and correct copy of the foregoing has been served upon all known counsel of record, by electronic mail (e-mail), by facsimile, hand delivery, U.S. First Class Mail, email and/or certified mail, return receipt requested, on this the 2nd day of July, 2015.

Via Email: sedwards@hudgins-law.com

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/s/ David W. Medack

David W. Medack

CAUSE NO. C-5149-14-H

PHARR SAN JUAN ALAMO
INDEPENDENT SCHOOL DISTRICT
Plaintiff

vs.

TEXAS DESCON, L.P., DESCON 4S,
L.L.C. and ERO INTERNATIONAL,
L.L.P. d/b/a ERO ARCHITECTS
Defendants

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IN THE DISTRICT COURT

HIDALGO COUNTY, TEXAS

389th JUDICIAL DISTRICT

**PLAINTIFF PHARR SAN JUAN ALAMO INDEPENDENT SCHOOL DISTRICT'S
DESIGNATION OF EXPERTS**

COMES NOW, PHARR SAN JUAN ALAMO INDEPENDENT SCHOOL DISTRICT,
Plaintiff in the above numbered and styled cause, and tenders its Designation of Experts in
compliance with the Docket Control Order deadline for parties seeking affirmative relief.

- (1) The expert's name, address, and telephone number;

Answer:

Bradford Russell, AIA, P.E.
BR Architects
2007 N. Collins Boulevard, Suite 507
Richardson, Texas 75080
(972) 235-9308

Thomas June Melton, III, P.E.
Amstar Engineering, Inc.
707 River Road
Austin, Texas 78734
(512) 263-3661

Agustin J. Rodriguez
Project Manager, District Architect
Pharr San Juan Alamo Independent School District
601 E. Kelly, Pharr, Texas 78577
(956) 354-2000

Jesus Ramirez
Ebony Park, Suite B
700 N. Veterans Blvd.
San Juan, Texas 78589
(956) 502-5424
(956) 502-5007 (fax)

The following are not retained experts, but Plaintiff reserves the right to call to testify and to elicit, by way of cross-examination, opinion testimony, and adverse testimony from the following potential experts or persons with knowledge of the lawsuit:

Eli R. Ochoa, P.E., AIA
Octavio Cantu
David Delnay
Susan Daniels
Jesus Delgado
ERO International, L.L.P.
d/b/a ERO Architects

Texas Descon, L.P. and Descon 4S, L.L.C.
Employees, agents, and representatives
Claudio S. Velasco, Senior Project Manager
Michael D. Smith, President

Bruce L. Morris, P.E.
Steven A. Frase, P.E.
Rimkus Consulting Group
4801 NW Interstate 410 Loop
Frontage Road
San Antonio, Texas 78229
(210) 647-8400

William Stice, R.E.F.P.
David Tyner
Gerald F. A. Lowe, P.E.
Jeffrey A. Miller, P.E., C.B.C.P.
Terracon Consultants, Inc.
6911 Blanco Road
San Antonio, Texas 78216
(210) 641-2112

Frank S. Lam, P.E.
Zach Lindaur
Frank Lam & Associates, Inc.
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Katrin Miovski, P.E.
Raba Kistner Consultants, Inc.
800 East Hackberry
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(956) 682-5487

Joe Patterson
Irene B. Thompson
Aguirre & Patterson
3315 N. McColl Road
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(956) 686-4532

Andre G. Garner
Garner Consulting Group
100 Commons Road, Ste. 7-302
Dripping Springs, Texas 78620
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Curtis Ardoin
Delta Structural Technology
3601 North Loop 336 West
Conroe, Texas 77304

Kristina D. Hernandez, P.E., C.F.M.
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McAllen, Texas 78503
(956) 664-1960

MEP Solutions Engineering
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Mission, Texas 78572
(956) 581-0143

Jorge D. Perez, P.E.
Perez Consulting Engineers
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McAllen, Texas 78501
(956) 631-4482

Gary L. Olivares
Accessibility Code Consulting, L.L.C.
1314 Possum Trot
Austin, Texas 78703
(512) 476-8675

Armko Industries, Inc.
Employees, agents and representatives
1320 Spinks Road
Flower Mound, Texas 75028
(972) 874-1388

Jack Holland
Terminix Pest Control
1903 Joe Stephens Blvd.
Weslaco, Texas 78596
(956) 650-0602

Steve Lemmons
Universal Claims Services, Inc.
2004 North Jackson Road
Pharr, Texas 78577
(956) 994-1277

- (2) The subject matter on which the expert will testify;

Answer:

Mr. Melton will testify as to the engineering work performed by Mr. Eli Ochoa, PE, AIA/ERO International, L.L.P. d/b/a ERO Architects ("Architect") in the design and planning of improvements for the re-adaptive/rehabilitative construction Project which is the basis of this lawsuit. Mr. Melton will testify as to structural engineering issues and as to demolition work performed by the Descon defendants in Phase I of the Project. Mr. Melton will additionally testify as to the proximate cause(s) of Plaintiff's damages in both Phases of the Project, as well as calculations of damages.

Mr. Russell will testify as to the engineering work performed by the Architect in the design and planning of improvements for the re-adaptive/rehabilitative construction Project which is the basis of this lawsuit, including standards of the

profession, omissions and errors committed by the Architect, and proximately resulting damages.

Mr. Rodriguez will testify regarding reasonable and necessary costs to repair damages sustained at Phase I and Phase II of the Project, based on historical construction costs for public school district construction in South Texas. He will testify as to the specifications of the Stambaugh and Textbook Storage buildings, including square footage, and as to what the original plans for these structures entailed in terms of planned improvements.

Mr. Jesus Ramirez will testify as to the reasonableness of Plaintiff's attorney's fees.

- (3) The general substance of the expert's mental impressions and opinions and a brief summary of the basis of them, or if the expert is not retained by, employed by or otherwise subject to the control of the Plaintiff, documents reflecting such information:

Answer:

Regarding the assessment phase of the Project, Mr. Russell will testify that Architect's work deviated from acceptable standards in the practice of architecture in the following respects:

- (i) Failing to undertake/require reasonable foundation testing (core testing) to determine existence/condition of moisture barrier between foundation and soil;
- (ii) Failing to address lack of moisture barrier in designs;
- (iii) Failing to undertake/require reasonable structural testing of structural elements.

Regarding Phase I of the Project, the Architect failed to meet Architect's design responsibilities and specification requirements in a Project calling for partial demolition of structural elements of an existing building in the following respects:

- (i) Failing to consider the impact and risk of structural damage of demolition work in its designs and specifications for the construction project;
- (ii) Failing to request and follow through with the general contractor/demolition contractor to develop a specific plan containing means and methods for the demolition (even though the contract between Owner and Contractor so provided)
- (iii) Upon failure of the general contractor to develop a specific plan containing means and methods, permitting the contractor to proceed with demolition.

Mr. Russell will testify that such errors and omissions constituted the proximate cause of Plaintiff's damages, including the collapse of a portion of the East Wall and second story floor in the Main Building and resulting damage to the West Wall and support columns, and other structural damage to the building.

Regarding Phase II of the Project, Mr. Russell will testify that Architect's work deviated from acceptable standards in the practice of architecture in the following respects:

- (i) Failing to conduct reasonable investigation of the conditions of the two buildings (Stambaugh Building and Textbook Storage building) before inducing the district to approve the plans and specifications and award the construction contract;
- (ii) Failing to determine existing conditions of the two buildings rather than relying upon unreasonable assumptions while preparing plans and specifications for rehabilitative/re-adaptive use.
- (iii) As chief advisor to the District on design and construction issues, advising the District to proceed on a course of action without having made an adequate evaluation of existing conditions, knowing that the District would necessarily rely upon the Architect's representations.

Mr. Russell will testify that such errors and omissions constituted the proximate cause of Plaintiff's damages in Phase II of the Project.

Mr. Melton will testify that the Descon Defendants were negligent in their failure to adequately inspect and test the structures and site beforehand and failure to use appropriate demolition means and methods in Phase I of the Project. Such negligence proximately resulted in the damages that Plaintiff has complained of in this lawsuit.

Mr. Melton will testify that the Plaintiff's proper measure of damages regarding Phase I of the Project is the difference in cost between the change orders required to deal with the wall/floor collapse and the basement flooding issues, and what the cost would have been had the Architect (ERO) included those changes and modifications in the original plans and specifications.

Mr. Melton will testify that the Plaintiff's proper measure of damages regarding Phase II of the Project would be calculated as follows:

- (1) the actual cost differential in the change orders to the contract to address the wrong assumptions and flawed understanding of actual conditions of the Architect, and
- (2) the pecuniary loss resulting from the loss of use of the comparable square footage of space of the Textbook and Stambaugh buildings which resulted from proceeding to make the improvements to those buildings when new construction of a comparable square footage would have been more efficient.

Mr. Jesus Ramirez has formed opinions regarding the reasonableness of the Plaintiff's attorney's fees billed on this case; the opinions are based on a review of the pleadings, evidence, discovery and depositions taken in the case, as well as the case law applicable to the case, and their experience as trial and appellate attorneys.

- (4) If the expert is retained by, employed by, or otherwise subject to the control of the responding party;
 - A. All documents, tangible things, reports, models, or data compilations that have been provided to, reviewed by, or prepared by or for the expert in anticipation of the expert's testimony; and;

Answer:

Documents reviewed by Mr. Melton and Mr. Russell are voluminous, have been previously produced and are available for inspection at the offices of The J. Ramirez Law Firm upon reasonable advance notice. A list of the documents is attached hereto.

Mr. Rodriguez has reviewed relevant construction documents that have been previously produced or made available to all parties.

Mr. Ramirez has reviewed the pleadings and papers on file in this action.

- B. The expert's resume and bibliography.

Answer:


Resumes and job descriptions are attached hereto for retained experts.

The Plaintiff reserves the right to call to testify and hereby designates any timely designated expert witness listed by any other party to this lawsuit. Plaintiff further reserves the right to elicit, by way of cross-examination, opinion testimony, and

adverse testimony, from experts and non-expert witnesses designated and called by other parties to this suit. Plaintiff reserves the right to call undesignated rebuttal expert witnesses whose testimony cannot reasonably be foreseen until the presentation of the evidence in this trial. Plaintiff reserves the right to withdraw the designation of any expert and to aver positively that any such previously designated expert will not be called as a witness at trial, and to re-designate same as a consulting expert, who cannot be called by opposing counsel. Plaintiff hereby designates, as adverse parties, potentially adverse parties, and/or as witnesses associated with adverse parties, all parties to this suit, and all experts designated by any party to this suit, even if the designating party to this suit, even if the designating party is not a party to this suit at the time of trial. In the event a future or present party designates an expert but then is dismissed for any reason from the suit or fails to call any designated expert, Plaintiff reserves the right to designate and/or call any such party or any such previously designated experts by any party. Additionally, Plaintiff reserves any unmentioned rights with regard to experts, pursuant to the Texas Rules of Civil Procedure, the Texas Rules of Civil Evidence, the case law regarding same and the rulings of this Court. Plaintiff reserves the right to elicit expert, lay or adverse opinions by way of examinations, cross-examination or other means, whether appropriate, from those witnesses designated by Defendant or any Intervenor who may have knowledge of relevant facts and/or have been designated as expert witnesses. Additionally, Plaintiff hereby reserves the right to call as trial witnesses those individuals designated as persons with knowledge by Defendant or Intervenor in this cause of action. Such information is on file with the court and has been served upon the other parties in this lawsuit. If a business entity is designated as a person with knowledge herein, you may assume that the appropriate custodian of records may testify as a person with knowledge.

Respectfully submitted,

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By: 
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